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K830742

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE BROWARD TEACHERS UNION
AND
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
JULY 1, 2001 - AUGUST 15, 2007**

ARTICLE ONE

PREAMBLE

- A. This Agreement is entered into by and between the School Board of Broward County (hereinafter referred to as the Board) and the Broward Teachers Union (hereinafter referred to as the BTU) as the exclusive bargaining agent for members in the teacher's bargaining unit.
- B. This Agreement seeks to establish the processes whereby the goals of all bargaining unit members and the goals of the Board can be coordinated and whereby conflicts can be resolved fairly and expeditiously.

ARTICLE TWO

RECOGNITION

- A. The School Board of Broward County, Florida hereinafter called the "Board" recognizes the Broward Teachers Union, hereinafter called the "BTU" as the exclusive bargaining agent for the bargaining unit of employees as certified by the Public Employees Relations Commission in Case Number 612, to wit:

INCLUSIONS: The following certificated or instructional employees of the School Board of Broward County, Florida: CLASSROOM TEACHERS, (including Full-Time Adult General and Adult Vocational Education Teachers), Librarians, Media Specialists (in school libraries), ITV Studio Teachers, Occupational Specialists, Guidance Counselors, Visiting Teachers (Welfare and Attendance Teachers), Psychometrists, Resource Teachers, Teachers of Exceptional Children,

Department Chairperson, Grade Level
Chairpersons, Guidance Directors,
Psychologists, Primary Specialists, and Head
Start Teachers.

EXCLUSIONS: All Upper Level Central Administrative Personnel, including: Superintendent, all Assistant and Area Superintendents; Middle Level Area and Central Administrative Personnel including: Directors, Consultants, Coordinators, Supervisors, Managers, Assistants, Department Heads, Principals, Assistant Principals, Deans, Curriculum Planners, Curriculum Specialists, Administrative Assistants, Substitute Teachers, and all other employees who are either hourly-paid, noncertified, or noninstructional who are not included above."

ARTICLE THREE

DEFINITIONS

The following terms and corresponding definitions shall be used throughout this contract:

- A. **Superintendent:** The Superintendent or the Superintendent's designated representatives.
- B. **Immediate Supervisor:** The person in an administrative or supervisory position directly responsible for the supervision and direction of an employee and to whom the employee is directly responsible. An immediate supervisor shall be a person who is not a member of the bargaining unit represented by BTU.
- C. **District:** The School Board of Broward County, Florida, and/or its duly authorized representatives or agents.
- D. **Employee:** Any employee in the bargaining unit as defined and certified by the Public Employees Relations Commission (PERC). The terms teacher, bargaining-unit member, and employee as used in this agreement shall have the same meaning.
- E. **Seniority:** The longest uninterrupted service in a position in the bargaining unit represented by BTU.

1. Service shall not be deemed to be interrupted by any leave approved and granted pursuant to this Agreement. An annual contract teacher who receives a satisfactory evaluation who is non-renewed and subsequently rehired for the following school year, shall not have a break in service if he/she works one (1) day more than half of the following school year.
 2. An employee who leaves the bargaining unit for one (1) year or less for any position in the district shall return to the bargaining unit with uninterrupted seniority. An employee who leaves the bargaining unit in excess of one (1) year for any position in the district or who has been laid off retains earned seniority and upon return to the bargaining unit, shall resume the accumulation of bargaining unit seniority.
 3. Seniority being equal between or among two (2) or more employees, the tiebreakers listed below shall be applied in the following order:
 - (a) Longest total service in a bargaining unit position in the district as defined in Article Two, Section A.
 - (b) Longest uninterrupted total service in any permanent certificated or instructional position in the unit.
 - (c) Earliest date reflected by the recommended administrator's signature on the recommendation for employment.
 - (d) Earliest date of application for employment in a certificated or instructional position in the district.
- F. **Contract:** The term "continuing contract" may be used interchangeably with the term "professional service contract" throughout this Agreement. This definition shall not be interpreted to cause an employee to lose any rights under applicable laws pertaining to continuing contracts or professional service contracts.
- G. **Bargaining Agent:** This shall mean the BTU.
- H. **BTU:** This shall mean the Broward Teachers Union and/or its duly authorized representatives.

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ARTICLE FIVE

CONDITIONS OF EMPLOYMENT

- A. **Teacher's Primary Responsibility:** The Board and the BTU acknowledge that a teacher's primary responsibility is to teach and that all energies should be utilized to this end. Therefore, the Board agrees ~~to strive~~ that every effort shall be made to relieve employees of all non-professional supervisory and clerical responsibilities such as, but not limited to, playground and other school ground supervision (excluding recess supervision for elementary level students), lunchroom supervision, hallway and restroom supervision, study hall and detention supervision, bus loading and unloading supervision, money collection or transmittal, and various and similar non-professional responsibilities. Such duties ~~may be reasonably~~ shall be assigned to ~~non-bargaining unit employees only when employee outside the bargaining unit are not available to perform such non-professional supervisory and clerical responsibilities.~~ The parties will form a

~~committee to examine alternative ways to relieve employees on non-professional duties during the 2004-2005 school year. The committee's recommendations shall be submitted to the Contract Administration Committee for preliminary approval prior to the beginning of the budget process for the 2005-2006 school year. Recess in elementary schools shall not be used to replace regularly scheduled physical education programs.~~

- B. **Materials/Storage:** The Board shall provide each employee with materials required in the daily teaching responsibility, chalkboard space and a copy of the teacher's edition for all texts used. Lockable storage space shall be provided within budgetary limitations; however, the administration will pursue the use of lockable classroom space, teacher preparation/planning areas, and suitable alternatives.
- C. **Teaching Stations:** The Board further agrees to provide adequate teaching stations for all special service and special subject teachers, including, but not limited to, speech therapists, art teachers, music teachers, homebound teachers, reading teachers and counselors. Private office space will be provided psychologists and visiting teachers within the limits of available space. Adequate dictating machines shall be available for psychologists.
- D. **Duty-Free Lunch:** All employees shall be entitled to a duty-free, uninterrupted lunch period of at least thirty (30) consecutive minutes.
- E. **Length of Workday:** The employees' workday shall be seven and one-half (7 1/2) consecutive hours, including the lunch period. Those teachers who teach 360 minutes shall have a workday of no longer than eight and one-half (8 1/2) hours.
- F. **Employee Facilities:** The district shall designate adequate facilities for employees' lounges, restrooms, preparation/planning in each current and new permanent school. To the extent possible, any such facilities that are reduced to accommodate class size reduction efforts shall be restored as a priority facility expansion when class size limits have been achieved. To the extent possible, such facilities shall be secluded from students.
- G. **Telephones:** Adequate private telephone facilities for the purpose of conducting school business shall be made available in each school for employee use. Employees may use school phones for personal, local calls, provided that there are no charges to the school associated with said phone calls. Long distance calls shall

not be charged to school phones. A telephone extension shall be provided in the base office of each employee whose assignment requires the frequent use of the telephone, including but not limited to counselors and psychologists.

H. **Off-street Parking** facilities shall be provided for employee use at each school.

I. **Conference Areas:** Private areas for teacher-parent and/or student conference shall be provided in each school by the appropriate administrator.

J. **Relief Period:** Each elementary employee, including special subject teachers, shall have at least a ten (10) minute relief period in both the morning and afternoon each day in a manner to be determined by the employees and immediate supervisor in each school/center. An employee with an assignment other than a regular classroom assignment shall not be removed from that assignment to supervise the students of another employee for such relief periods unless such relief periods cannot otherwise be provided, in which case not more than one such assignment per day shall be given.

K. **1.Faculty Meetings:** Principals shall have the authority to schedule necessary faculty meetings; however, such meetings shall be as brief and well planned as possible. Such meetings shall be used for purposes that cannot be accomplished effectively through other means. Faculty meetings shall be scheduled in a manner that impacts teacher planning time to the least degree possible. If more than one faculty meeting is held in a month, the purpose of the meeting shall be announced to the faculty in advance.

2L. **Teacher Planning Days:**

a1. Planning Days: On all planning days except for those addressed in subsections b & c below, principals may schedule activities totaling up to three (3) hours on each planning day during the school year. On said days, teachers shall have one (1) hour for lunch and 3.5 hours of planning time. The school calendar shall contain ten (10) planning days throughout each school year. Four (4) of these days shall occur at the beginning of the school year. On all planning days, teachers shall have one (1) hour for lunch.

b2. The Superintendent shall designate one of the four preplanning days with the intent of not scheduling any

activities except teacher planning. However, if the need arises, the affected principal may schedule a staff meeting not to exceed ~~two (2)~~ one (1) hours in duration on this day.

- ~~c. The official District school calendar contains four (4) planning days which are to be utilized to prepare student grade reports. It is the intent of the parties not to schedule activities on said days. However, if the need arises, the affected principal may schedule a staff meeting on said days not to exceed one (1) hour in duration. Effective 2003-04, on the planning days scheduled at the conclusion of the first and third grading period activities may be scheduled for up to three (3) hours.~~
3. Schools have flexibility on how to utilize up to their current allocation of twenty-seven (27) hours per year of the total time available for professional development, exclusive of time allocated for teacher planning and preparation. Professional development activities shall be scheduled on planning days and two additional early release days exclusive of the four (4) early release days specified in Section W below.
4. Professional development activities shall be defined as those activities focused on improving student achievement and include, but are not limited to, collegial conversation, curriculum discussions, teacher training, collaborative planning, department meetings focusing of student achievement, analysis of data for student improvement, etc.
5. A joint school committee comprised of an equal number of SAC Committee members appointed by the principal and the Faculty Council shall be established as the School Professional Development Team. Working collaboratively, they shall conduct an evaluation of the effectiveness of the current professional development activities. They shall examine the utilization of the total time for professional development during the two (2) additional early release days (excluding the four (4) early release days devoted to grades) and the ten (10) planning days for the school year, exclusive of the time allocated for individual teacher planning and preparation.
6. After gathering input from the faculty, the teams shall develop customized activities for the staff development time allotted to the early release days (as stated above) and the ten (10) planning days. If the team is unable to agree upon

the activities for the days, the Superintendent and the BTU President shall appoint an equal number of persons to serve on an intervention team to mediate the situation and assist the school in developing appropriate activities. A final appeal may be presented to the Superintendent and BTU President for disposition. A copy of the activities and time allotment shall be provided to the BTU and Employee Relations.

7. If, after establishing the activities for the early release days and the planning days, the School Professional Development Team determines that additional professional development time is needed to achieve the goals of the SIP, then the school shall initiate a waiver vote for the additional use of up to a maximum of eight (8) additional hours or teacher planning time for professional development purposes. This waiver vote shall follow the waiver vote process contained in Article 15, but shall not be considered a schedule change vote. The waiver and vote results along with the plan for the use of such additional time shall be forwarded to the BTU and Employee Relations.

8. The Board recognizes teachers as professionals and shall provide the flexibility necessary for each department/grade level to plan and implement such activities.

3M. **Use of Planning Days:** Each school's School Advisory Council (SAC), working with teachers appointed by the school's Faculty Council, shall develop a plan on the use of planning days based upon the District Strategic Plan and their School Improvement Plan objectives. For purposes of this project, the Faculty Council at each school shall appoint the following number of teachers to work with the SAC teams:

a1. Elementary Schools, Exceptional

& Alternative Education Centers = 3 teachers

b2. Middle Schools = 4 teachers

c3. High Schools and

Vocational Centers = 56 teachers

Prior to development of the plan, faculty teams/departments/grade levels will be given an opportunity to make

recommendations on the use of planning days. The SAC and Faculty Council shall consider faculty recommendations, present the faculty with preliminary plans, and provide them an opportunity to react to the plans prior to their inclusion in the School Improvement Plan.

LN. **Access to Buildings:** When school is not in session, employees may have access to the building to voluntarily perform job related duties by arranging such access with the principal. Every reasonable effort will be made to provide access time convenient to the employee.

MQ. **Interruptions to Teaching:** Unauthorized personnel shall not be allowed to interrupt or otherwise disturb an employee during the performance of his/her professional responsibilities. Observations of an employee's class by persons other than school system personnel shall be allowed only after consent has been granted by the principal or his/her designee and the employee has been notified of the visitation not later than the day before the visit is due to occur except in extenuating circumstances as determined by the affected principal.

Employees should be able to perform their professional responsibilities free from unnecessary interruptions or disturbances. To the extent possible, maintenance, custodial and construction work will be done at a time or in a manner which will not result in interruptions or disturbances of the employee's professional responsibilities. The same shall apply to the use of intercommunication systems.

NP. **Vending Machines:** Profits from vending machines in employee workrooms, lunchrooms or lounges shall be expended for legally permissible purposes as determined by the employees in the school and the principal at the worksite through the faculty council. Vending machines dispensing lunch items are not included in this provision.

If requested, teachers shall be informed of monies collected and/or profits that have been spent from vending machines in employee workrooms, lunchrooms or lounges. The principal shall have one vote as does each Faculty Council member.

OQ. **Equipment:** The Board shall provide cleaning or laundering and maintaining of school-owned physical education and athletic uniforms, uniforms for musical groups, towels, equipment, etc. The Board further agrees to replace stolen, lost, irreparable

damaged, or worn-out musical instruments, at least as included on the "basic equipment list" in effect during the 1999-2000 school year, to the degree the affected school's finances permit.

PR. **Behavioral Objectives:** The writing of behavioral objectives may be required to determine the broad goals and objectives of employees for their students' expected success; however, the writing of behavioral objectives as a part of their daily lesson plans will not be required.

S. **Lessons Plans:** Annual contract teachers may be required to submit their lesson plans to the principal on a regular basis as determined by the principal.

In recognition of the professionalism of Broward teachers, employees holding continuing contract or professional service contracts shall not be required to regularly submit lesson plans, however, any time the principal does request lesson plans, the teacher shall submit the plans.

Any continuing contract/professional services contract teacher who is in the documentation phase of the Instructional Personnel Assessment System for reasons other than the normal five (5) year cycle may be required to present his/her lesson plan to the principal on a regular basis. When requested by the principal, the teacher shall submit the plans.

The primary purpose of lesson plans is to guide instruction. The format for daily lesson plans should provide for ease of use by the teacher or substitute and should not be unreasonably complex. Documentation of the incorporation of Sunshine State Standards and teaching strategies required by law, board policy or regulation are part of daily lesson plans.

Daily lesson plans will not require the verbatim duplication of information clearly available by reference elsewhere (does not include computer disks).

QT. **Starting Time:** To the degree possible, the starting time for classes in elementary schools and other special schools serving elementary level students shall not be later than 8:15 a.m.

RU. **Registration:** Schools shall schedule registration periods into the shortest time period possible to assure minimum interference in employee planning and preparation time.

SV. Early Release Time:

1. The District shall provide that students at each school shall be dismissed two (2) hours early on six (6) days during the school year. Any school may opt-out of providing early release time by a 66 2/3 percent vote of bargaining unit members through the waiver methodology described in Article Fifteen, Section G, 2-4.
2. Four of these days shall be scheduled the day prior to the employee planning day at the conclusion of each grading period. These early release days shall be used by employees for end of quarter activities including but not limited to grading of exams, grade preparation, or other appropriate activities as determined by the employee. The District shall schedule the remaining early release days after consulting with the Broward Teachers Union.
3. The two remaining early release days shall be used in a manner consistent with the procedures below. On these two days, principals may use up to one (1) hour of the two (2) hours of release time to conduct staff meetings or activities that are directly related to school improvement.
4. At all work locations, each department/grade level with the principal's approval shall adopt an objective based on student data and aligned with the school improvement plan and the District Strategic Plan on which to focus its efforts during the school year. Each department/grade level shall then adopt early release day activities that address its established objective. The Board recognizes teachers as professionals and shall provide the flexibility necessary for each department/grade level to plan and implement such activities.
5. On the four (4) early release days in subsection 2 above the school year—as selected by the BTU prior to the start of the school year and excluding any days during the first/last week of school or before a holiday—BTU shall appoint one steward at each worksite who shall be released for the entire workday for the purpose of attending union meetings, training activities, joint labor-management activities, or for addressing union responsibilities at the worksite as determined by the BTU.

TW. New Teacher Orientation Program

1. The parties agree that on an annual basis, newly hired district teachers shall attend a Broward Teachers Union-Broward County School District Orientation Program. Therefore, they shall work 197 days during their first year of employment and their salary shall be based on 196 days. The parties will co-sponsor this event. Events shall not be scheduled at schools or other locations for newly hired employees at the time this orientation program is in session.
2. The parties agree that two (2) orientation sessions will be conducted. New teachers must attend one (1) of the two (2) days. Notification of required attendance at the orientation and the tentative date(s) of the orientation shall be presented to the new teacher upon being hired. New teachers shall be notified of the scheduled date of the orientation as soon as it is established by the parties.
 - a. All new teachers employed as of the first day of the 196 day teacher calendar shall attend the first orientation day which will be conducted prior to the beginning of said work calendar. Exceptions to this requirement may be made by the Superintendent.
 - b. New teachers hired after the first day of said teacher calendar shall attend the second orientation day which shall be conducted on a Saturday or weeknight shortly after the completion of FTE count week. Said date will be mutually agreed to by the parties.
3. **Program Design:** The President of the Broward Teachers Union and the Superintendent shall each appoint two (2) persons to a Committee to design the program. Program design shall allow for BTU and district participation in ~~workshops where feasible~~ an equitable manner. Upon completing its' work, the Committee shall make recommendations to both the President of the BTU and the Superintendent for final action.
4. **Cost:** The Board and the Broward Teachers Union agree to equally share the costs of this program. The Board and the BTU shall each pay for their invited guests other than teachers and for any special equipment required for their activities.

- ~~UX~~. **Employee Input:** As provided by statute, within thirty (30) days after the start of each school year, employees shall be notified in writing of their right to provide input into their administrator's annual performance assessments.

ARTICLE SIX

GENERAL EMPLOYMENT PRACTICES

- A. **Physical Examinations:** All employees, upon initial employment, may be required to present evidence of physical ability to perform duties assigned and of being free from communicable diseases. Such evidence, if required, shall be obtained from a licensed physician of the employee's choice. The cost of such examination shall rest with the employee. The Board may require a subsequent physical or psychological examination by a physician, or clinical psychologist or psychiatrist, respectively, licensed in Florida, when in its judgment such an examination is relevant to teaching performance or employment status.
1. The affected employee's immediate supervisor shall submit a request for the examination to the Associate Superintendent of Personnel. If the affected employee requests, he/she shall be provided a copy of the note written by the supervisor which indicates the apparent difficulties the employee is encountering.
 2. The employee has the right to attach a rebuttal statement and to have a pre-examination meeting with the Superintendent's designee to discuss the perceived problems. However, the employee must submit this request in writing to the Associate Superintendent of Personnel within five (5) calendar days of written notification that an examination will be or has been scheduled.
 3. The employee may be represented by a person of their choice. This meeting shall not in any way infringe on the Superintendent's right to require an employee to take an examination called for in this section.
 4. The appointment of the physicians and/or clinical psychologists or psychiatrist to the list shall be made by the local or county respective professional association and the Board shall pay costs incurred for the examination. Under unusual circumstances as determined by the Superintendent, an additional examination can be scheduled.
 5. If a determination is made that no examination is necessary, the parties agree to petition the Department of Library & Information Services for permission to destroy all documents related to the incident.
- B. **Substitute Notification:** Any employee shall not be required to obtain a substitute for himself/herself or for other absent employees. The employee shall have the option of recommending a sub. The recommendation shall be submitted with as much advance notification as possible.

- C. **Substitutes:** Substitute employees shall be employed for all absent employees, except studio teachers, guidance counselors, psychometrists, guidance directors, psychologists, media specialists, and when the employee and principal agree that employment of a substitute would be inappropriate for certain exceptional children. When it is known that an employee in one of the exceptions listed above will be absent for an extended period, a substitute shall be employed for such absent employee. Substitutes may be employed during pre-school or post-school conference periods or on teacher workdays when students are not in session when the principal determines that the situation warrants it. Substitute teachers shall be expected to perform all duties normally performed by the regular employees.
- D. **Covering Classes:** Employees shall not be required to substitute for absent employees. Where substitutes cannot be obtained for an absent employee, temporary coverage will be worked out mutually by the principal and the affected employee. The principal shall establish a list of volunteers and shall rotate requests for coverage among those who volunteer. Employees who volunteer to increase their normal work load by covering the class of an absent employee when no substitute is available shall have their hourly rate increase by twenty-five (\$25) dollars during the period spent covering a class (rounded to the nearest half hour). Employees who volunteer to increase their normal work load by accepting a portion of the students assigned to an absent employee in order to cover a class when no substitute is available shall have their daily rate increased by twenty-five (\$25) dollars on those days when they accept a portion of the students assigned to an absent employee. Classes will be proportioned as equally as possible. When volunteers substitute by covering other classes, they are responsible to provide adequate planning for their own classes for the following school day.
- E. **Full-Time Employees:** Substitute teachers, teacher aides, teacher assistants, or paraprofessionals shall not be employed in or assigned to a teaching position to avoid the employment of a full-time teacher when such a full-time position exists as defined in Article Twenty-Five, Section B, or for other purposes intended to circumvent any provision of this Agreement.
- F. **Summer School Employment:**
1. Each summer school center shall advertise all anticipated bargaining unit vacancies no later than sixty (60) days prior to the beginning date for such positions. The notice shall state the title of the position; where to apply for the position; deadline for submitting application; certification required; beginning and ending date of employment; the school where the application is to be sent; and the person with whom applications are to be submitted. Each applicant must apply for at least two (2) summer school locations.
 2. All applicants shall be informed of the status of their applications no later than twenty (20) days prior to the beginning date of employment.
 3. **Summer School Qualifications:** Assignments to such positions in each summer school center shall be made according to the following ranked criteria:

- (a) Proper certification is held by the employee.
 - (b) Employee has taught one (1) school year in the subject applied for within the past three (3) years.
 - (c) Applicant is a continuing employee of the district.
 - (d) Should the employee receive less than a satisfactory overall end of the year performance evaluation ranking, that employee shall not be eligible for summer employment.
 - (e) The School Board shall appoint eighty (80) percent of the summer school teachers. The remaining twenty (20) percent shall be selected based on seniority in the district.
 - (f) Section (e) above notwithstanding, assignments to summer school positions may be made in exceptional student centers, Alternative Education Centers and of guidance counselors, instrumental music teachers, agriculture/horticulture teachers and media specialists, in which cases seniority within the center or classification shall apply.
4. **Steward Superseniority:** One (1) union steward from each site as determined by the BTU shall be given superseniority. Assignment of union stewards to summer school positions shall be in addition to the twenty (20) percent of the positions currently reserved for teachers assigned by seniority. Should summer school not be offered at a steward's home school, the district shall place the steward in a summer school job at another location.

Not later than March 1st of each school year, the BTU shall provide the Superintendent with a list of the one (1) steward at each school that this section as well as Article Twenty-Five, Section D, 5 applies to. If the steward at a school leaves this position for any reason, the BTU shall immediately notify the Superintendent and provide a replacement name.

- G. **Supervisory Duties:** An employee shall not be required to perform managerial/supervisory duties as an assistant to or a substitute for a principal or other supervisor. However, elementary principals may designate an employee, upon mutual agreement, as teacher-in-charge to act in emergencies when the principal is absent.
- H. **Supervision of Employees:** All employees such as, but not limited to, psychologists, visiting teachers, and speech therapists, whose assignments involve working in or with more than one (1) school shall be under the supervision and direction of and responsible to the appropriate district central office administrator or his/her designee.
- I. **Job Descriptions** shall be established by the Board for all bargaining unit positions, including supplementary pay positions. A copy of the job description shall be provided to the employee upon request.

- J. **Equal Opportunity:** The Board and the BTU are committed to assuring equal educational opportunity for all students, to recognizing the rights and dignity of all persons, and to implementing policies which provide equal opportunity and assure nondiscrimination in employment for all minorities and women. The Board recognizes that minorities and women deserve equal opportunity for employment or promotion and that it has an affirmative responsibility to advance these opportunities.

- K. **Abusive Language, Insults, Harassment:** School Board employees should not be subjected to harassment, abusive language, upbraiding, insults or interference by a parent or other person in the performance of the employee's duties. A principal or assistant principal shall not be considered in violation of this section when providing input during a performance evaluation meeting with a teacher.

School administrators should not express unnecessary complaints or criticisms concerning an employee in the presence of other employees, students, or parents. Employee complaints under this paragraph K shall not be subject to the provisions of Article Thirty-Four but shall be directed to the appropriate Area Superintendent for final and binding decision.

- L. **Back to School Night:** All bargaining unit members may be required annually to attend one (1) back-to-school night. With sufficient reasons, an employee may be released from attendance of this activity with prior approval of the principal. Such employee shall participate in a similar type activity within the school year as mutually agreed upon by the employee and the principal.

Should the employee and principal fail to reach agreement by January 31st, the matter shall proceed to the Area Superintendent for final determination. The Area Superintendent's decision is exempt from all provisions of Article Thirty-Four.

- M. **Secretarial Services and Clerical Support:** Secretarial services shall be available to elementary Guidance Counselors, ESE Specialists and Media Specialists to perform routine clerical duties (i.e. typing and filing) during periods where workloads are high and to the extent possible as determined by the principal. When media specialists are assigned classes to instruct, their non-instructional workload shall be modified to accommodate these additional instructional responsibilities.

- N. **Trade Organization Membership:** The vocational department chairperson shall offer input with his/her principal on school/individual membership to the employees trade organization in each vocational area. The principal shall make the final decision and the school shall assume all costs for membership fees.

ARTICLE SEVEN

HEALTH AND SAFETY

- A. **Unsafe/Hazardous Conditions:**

1. **Potentially Unsafe/Unhealthy Conditions:** There shall be compliance with all applicable local, state and federal laws relating to health and safety of personnel. Whenever an unsafe or hazardous unhealthy condition exists, the employee aware of the condition, shall report to the principal who shall attempt to correct the problem. If the principal cannot correct the problem within ten (10) workdays of the date he/she is made aware of said problem, he/she shall notify the affected Area Superintendent for the purpose of taking appropriate action to investigate and resolve the matter. This deadline may be extended by mutual agreement between the affected principal and building steward. Each site's Faculty Council, or subcommittee thereof, may review health/safety/air quality issues and make recommendations addressing such issues to the site principal/administrator. If a majority of the Faculty Council at a site is not satisfied with the administrator's response and the response of the Area Office, they may request that the Contract Administration Committee review the matters. The District shall provide the BTU with reports of unsafe or unhealthy conditions generated periodically or as a result of a complaint. The school locations will provide the BTU with monthly reports identifying work performed to correct deficiencies.
2. **Immediately Hazardous, Dangerous, or Infectious Conditions:** Employees are expected to use appropriate judgment in evaluating immediately hazardous or dangerous conditions, and notifying the appropriate administrator when they believe an area should not be occupied by students or employees. ~~The District shall provide the BTU with reports of unsafe or unsanitary conditions generated periodically or as a result of a complaint. The school locations will provide the BTU with monthly reports identifying work performed to correct deficiencies.~~ Administrators shall immediately respond to the employee's concerns regarding hazardous, dangerous, or infectious conditions. In order to ensure the safety of employees and students, the District shall follow the Center for Disease Control protocols when responding to infectious diseases. When receiving a complaint regarding potentially hazardous, dangerous, or infectious situations, the administrator shall notify the area office. For the purpose of taking appropriate action to resolve the aforementioned types of situations, the administrator/designee shall contact the appropriate district department (i.e Risk Management, Safety or Physical Plant

Operations, etc.) or local emergency response providers (local police and fire departments). The administrator shall inform the notifying employee of the recommendation received and the action taken.

- B. **Safety Equipment:** The Board shall provide safety glasses, lab coats and/or shop aprons for all employees assigned to subject areas where the employee is subjected to more-than-to-be-expected grease, dirt, chemicals, art materials and similar agents.

Affected employees may, through their department head, make input to their principal on the type and quality of clothing mentioned above. The principal shall make the final decision on the purchase of clothing.

- C. **School Facilities:** The Board agrees to maintain classrooms, other learning areas, and school facilities in a clean and working condition conducive to effective teaching and learning.

- D. **Bomb Threats:** In the event of a bomb threat, the worksite shall be evacuated until persons with appropriate expertise deem it to be safe. Employees shall not return to schools or other employment centers which have been evacuated due to bomb threats until clearance for such returns has been given by proper authorities. Employees shall not search for bombs.

- E. **Examining Students:** Employees shall not be required to examine students physically for the presence of any ~~communicable~~ ~~or~~ contagious diseases. Employees are encouraged to notify the administration immediately if they suspect a student of having a communicable or contagious disease.

- F. **Air Quality And Health/Safety Committee:** The Broward Teachers Union shall appoint two (2) people to serve on the district's Air Quality Committee. These representatives may bring recommendations and notifications of issues involving Indoor Air Quality to the attention of the Facilities Task Force Committee for appropriate redress. ~~A Health/Safety Committee shall be established to address health and safety concerns of teachers. The Superintendent and the Broward Teachers Union President shall each appoint five (5) representatives on the sub-committee. Members of the District's Air Quality Committee may also be members of the Health/Safety Committee. The Health/Safety Committee shall meet quarterly at mutually agreed upon times and places. Any Health/Safety Committee member may be replaced at any time by the applicable appointing~~

party. Each site's Faculty Council, or subcommittee thereof, may review health/safety/air quality issues and make recommendations addressing such issues to the site principal/administrator. If a majority of the Faculty Council at a site is not satisfied with the principal's/administrator's response and the response of the Area Office as provided in Section A above, they may request that the Health/Safety Contract Administration Committee review the matters.

The Health/Safety Contract Administration Committee may recommend new/modified contract language and/or school board policy addressing concerns related to health/safety issues affecting bargaining unit members. ~~Such recommendation(s) shall be made to the Contract Administration Committee and/or the District Air Quality Committee.~~

- G. **Health/Safety Component:** Each school's School Advisory Council (SAC) shall develop a health and safety component to be included in its School Improvement Plan.
- H. **Labor/Management Meeting:** Any other concerns, not specifically covered herein regarding health and/or safety factors shall be addressed through the county-level Contract Administration Committee meetings, Article Thirty, Section H.
- I. **Medical Procedures:** The district shall comply with all provisions of F.S. 1006.062, Medical Procedures. Except in case of emergency, bargaining unit members shall not be assigned responsibility for administering medical procedures or dispensing medication to students.
- J. **Tools for Schools Program:** The district shall implement the Tools for Schools Program and comply with all components of the program in at least 20 additional schools each year starting with the 2005-2006 school year. Both parties agree to educate employees, BTU stewards and school administrators on the methodologies and need to fully participate in completing surveys in order for the program to succeed. BTU will release a steward at each of the selected schools to participate in training.

ARTICLE EIGHT

CURRICULUM AND INSTRUCTION

- A. **Reference Materials:** The Board agrees to continue to make available to employees the reference materials maintained by the

district. Principals are encouraged to provide additional reference materials of high use in schools where feasible.

- B. **Materials:** The Board agrees to provide the following materials to the degree finances permit: appropriate texts, library reference facilities, maps, globes, laboratory equipment, current periodicals, standard tests and questionnaires. Adequate testing materials, including one (1) complete test kit and an adequate supply of test forms for each test recommended by the current district procedures for identifying exceptional students, shall be provided for each psychologist. The administration and employees shall seek and use the textbooks and supplementary materials which reflect the role and the contribution of minority groups to the history and the scientific and social development of the United States and which do not reflect stereotyping of sex roles or otherwise reflect adversely upon persons because of their sex.

Special subject teachers, who are asked to work with students before or after school, shall be provided with reasonable funds when requested by the teacher and approved by the administration for such programs. Except in case of emergency, expenditures in excess of the amounts approved by the principal shall not be reimbursed. An emergency shall be determined by the principal and such determination shall be made in a reasonable manner.

- C. **Typing/Copying Equipment:** The Board agrees to make available in each school typing and copying facilities to aid employees in the preparation of instructional materials.
- D. **Media Center:** The district will make every effort to continue to provide a functioning staffed media center in each school to supplement and complement the required curriculum.
- E. **Submission Of Grades:** Employees in middle and high schools shall not be required to submit grades prior to the last day of any grading period. Elementary employees shall not be required to submit such reports prior to the next to last day of any grading period. Vocational center employees shall submit student grades within three (3) working days prior to the end of any grading period. No employees shall collect postage or money for postage nor to otherwise prepare student report cards for mailing to students.
- F. **Psychologists Information:** Psychologists shall have the right to refuse data or requests, which they consider to be invalid to the diagnostic process based on district and State requirements.

- G. **Changing Grades:** The employee shall maintain the right and responsibility to determine grades and other evaluations of students within the policies of the district and affected State Statutes. Any request to change a grade shall be made in writing to the employee and shall result in a conference with the employee, the principal, the Area Superintendent and a BTU representative.

ARTICLE NINE

DEPARTMENT CHAIRPERSONS, CURRICULUM COUNCILS

AND PROFESSIONAL DEVELOPMENT COUNCIL

A. **Selection of Department Chairpersons, Grade Level Chairpersons, and Team Leaders**

1. **Selection Process:** The bargaining unit members in each school and center shall meet not later than May 1st of each school year to recommend the name of a qualified unit member who wish to serve as department/grade chairperson or team leader. Bargaining unit members may recommend the name of a non-qualified unit member if the members of the team/department/grade level who meet all supplementary job qualifications decline the position or if no team/department/grade level members meet the minimum job qualifications. The principal shall consider this input and will then submit his/her recommendation to the Superintendent. The Board shall act on the Superintendent's recommendation no later than the last workday in August. The person selected shall be paid in accordance with the salary schedule for said position. (See Appendix F)
2. **Filling A Vacancy During The School Year:** If a vacancy occurs during the school term in a position described above or in case of a newly-created position, such vacancy shall be filled pursuant to the procedure described in Section A.1. above. The input from the bargaining unit members shall be obtained within five (5) workdays of the occurrence of the vacancy and the principal shall submit his/her recommendation to the Superintendent. The Superintendent shall submit his/her recommendation within five (5) workdays of receipt of the recommendation submitted by the principal.* The Board shall act upon the Superintendent's recommendation at the first Board meeting

following receipt and approval by the Personnel Office of the qualifications of the applicants.

3. **Appeal Meeting With Principal:** Should employees of the team/department/grade level disagree with the principal's recommendation for the position, a meeting shall be arranged with the principal to discuss the specific reasons for his/her selection.***See Article 19-F-2**
 4. **Chairperson/ Team Leader Duties:** The responsibility of the department or grade level chairperson or team leader shall be as prescribed in the Board-adopted job descriptions which may include but not be limited to:
 - (a) serving on curriculum councils as set forth in these procedures,
 - (b) implementing programs and curriculum adopted by the Board,
 - (c) assisting and advising principals in all of the itemized performance responsibilities which are designed to maintain and improve employee performance, and where applicable,
 - (d) serving on the Professional Development Council as outlined in the procedures of this Article when duly appointed by the Board,
 - (e) Participate with principals and assistant principals in performance assessment conferences for the purpose of assisting unit members in understanding their strengths and possible areas for improvement. Provide coaching opportunities and assist with curriculum development for teachers assigned to their departments/teams.
 - (f) serve on professional development teams for teachers who need professional performance assistance.
 - (g) monitor the implementation of school improvement plans.
- B. **Release Time:** Department/grade level chairpersons and team leaders will be provided release time to carry out duties contained in their supplemental job descriptions and responsibilities listed in

number four (4) above. Elementary schools will provide one (1) day of release time per month (10 months) for up to seven (7) team leaders. Middle, high, exceptional centers and adult schools will provide one (1) day of release time per month (10 months) for up to eight (8) department/grade level chairpersons.

ESE support facilitators, autism coaches, and ESE teachers who have an entire class comprised of ESE students shall be provided at least two (2) days of release time. The ESE teachers at each work location shall schedule said days and use this time for the purpose of attending IEP meetings, writing IEP's, completing individualized planning and other appropriate curricular activities for their students. The principal shall approve the scheduling of these days.

C. Professional Development Network (PDN)

1. The Professional Development Network (PDN) serves as a liaison between the Education Program, Student Services, the Professional Development Division, classroom teachers and other stakeholders with concerns relating to student achievement and professional development.

Through collaboration, communication and support, PDN members assist with the development of activities designed to increase the skills and abilities of all educators and members of the school community to facilitate and enhance student achievement. In addition, the Network assists with the implementation of the Broward Standards through appropriate professional development activities.

A professional Development Network, hereinafter called the "Network" shall be established, and members shall be appointed annually by August, by the Board as follows:

- a. The Network Committee shall have two (2) bargaining unit representatives elected by their peers from the elementary curriculum councils from the north, north central, south and south central areas (8) and
- b. One (1) representative will be elected by their peers from subject area councils in each of the following areas:

1 Language Arts/Reading

Middle

1	Science	Middle
1	Mathematics	Middle
1	Social Studies	Middle
1	Multi-Discipline	Middle
1	Science	High
1	Social Studies	High
1	Mathematics	High
1	English or Language Arts	High
1	Multi-Discipline	High
1	Adult/Community School	At-Large
1	ESE-Centered Based	At-Large
1	ESE School Based	At-Large
1	Social Worker/Attendance	At-Large
1	Psychologist	At-Large
1	Guidance Representative	At-Large
1	VACE Representative	At-Large
(Vocational Adult Community Education)		
1	Non-Instructional	At-Large
2	Representatives Selected by the BTU	At-Large
2	Parents	At-Large

- c. The Superintendent or designee shall be included as part of the PDN. The Superintendent shall select other members for PDN as appropriate to align the Network with Florida State Statutes.

- d. One (1) representative from each collaborating State University up to a maximum of two (2) from universities to be appointed by the Dean(s) of the College(s) of Education, and one (1) representative from Broward Community College.
 - e. The School Board shall reserve the right to request additional nominees from any of the above upon official notice. The Chairperson shall be elected by and from the Network membership. The Director of the Human Resource Development Division or designee shall serve as executive officer to the Network.
 - f. The Network shall not exceed thirty (30) bargaining-unit members. All questions pertaining to representation shall be resolved by a majority vote of the Network.
 - g. The PDN Executive Board shall consist of eight (8) members recommended by the Superintendent. The BTU shall appoint one (1) representative to the Executive Board. The Executive Board meetings shall be scheduled monthly.
 - h. The Directors of Elementary and Secondary Education or designee shall attend Executive Board meetings.
 - i. The PDN committee bargaining unit members who conduct activities such as but not limited to, training programs, provide coaching assistance, coordinate curriculum council functions or offer assistance in planning and/or the implementation of professional development events shall be compensated for their efforts beyond the normal workday at their hourly rate.
2. **Reports:** The PDN shall present their respective reports and recommendations to the Board through the Superintendent and Council Chairpersons.
3. **Sub-Committees-Curriculum Councils:** Curriculum councils shall function as sub-committees of the Professional Development Network (PDN). All members of the PDN will serve on at least one curriculum council committee. PDN members not associated with a designated content subject area may select the curriculum council committee on which they will serve.

- a. Curriculum councils shall be established under the direction of the Division of Instruction and shall be comprised of the department or grade level chairperson, team leader or other representative.
 - b. The council shall be responsible for developing recommendations concerning the evaluation, planning, development, implementation and articulation of the respective subject areas and/or grade level curricula.
 - c. The County Curriculum Council sub-committees shall elect a chairperson from among its members.
 - d. Meetings of the Council shall be held as required to fulfill their duties and responsibilities.
 - e. The Council's sub-committee shall present their respective reports and recommendations to the Board through the Council Chairpersons, the Division of Instruction, and the Superintendent.
 - f. District level subject area and/or grade level administrators/supervisors shall serve in advisory capacities to their respective curriculum council committees.
 - g. The Directors of Elementary Education and Secondary Education shall serve in advisory capacities to the respective curriculum council committees and shall meet with the curriculum committees in their regularly scheduled monthly meetings.
4. The PDN shall perform the duties and responsibilities as provided by Florida Statutes and shall make recommendations for an appropriate budget.
 5. All names submitted must meet the criteria contained in the Board approved job descriptions.
 6. The PDN Committee shall select one of its members to serve on the Superintendent's Ad Hoc Teachers Committee.

ARTICLE TEN

EMPLOYEE PREPARATION, CONFERENCE AND PLANNING

- A. **Elementary Preparation/Conference Time:** Elementary school employees shall have a preparation conference time totaling not less than sixty (60) minutes per day, excluding relief periods. Additionally, elementary employees will use the time during which all their students are in special classes such as art, music, or physical education as a preparation/conference period and/or relief period.
- B. **Secondary:** High school and Middle School Employees shall be given one (1) uninterrupted preparation/conference period per day of the same length as the regular class period. Every effort shall be made to provide no more than three (3) different course preparations per day.
- C. **Block Schedule:** Middle school and high school employees on a block schedule shall have a preparation conference time totaling not less than ninety (90) minutes per day, excluding relief periods.
- D. **Optimal Time Usage:** Schedules in elementary and secondary schools shall be arranged to provide teachers with preparation/conference time in the largest units of uninterrupted time possible. If uninterrupted preparation/conference time of the duration required by sections A through C above are not possible, teachers shall be allowed with the agreement of the principal to flex their starting and/or ending times to provide a preparation/conference time in the greatest amount of uninterrupted time possible.
- E. **Change of Teaching Stations:** Regular classroom employees in middle and high schools shall not be required to change subject area teaching stations more than two (2) times during the school day to the extent possible.
- F. **Special Subject Teachers:** Teachers of art, music, physical education, laboratory sciences, media specialists, speech therapists, reading consultants, visiting teachers, counselors, all special education employees, cooperative education teachers and occupational specialists shall be provided preparation time to the same extent as other employees in the district and the time shall be used for that purpose. Elementary schools shall make every effort to provide special subject teachers with a fair and equitable work schedule. Schools shall not regularly assign guidance counselors to teach classes unless at least one full-time counselor without teaching responsibilities is available to maintain the

counseling program. Every effort shall be made to assign each special subject teacher to his/her own classroom when assigned to instruct students on a regular schedule. When such assignments is not possible, a reasonable period of time shall be allowed for a teacher to move between classes.

G. **Alternative Teaching Assignments:** Should the District choose to implement combination classes and/or team teaching models, it shall:

1. First solicit volunteers to teach such classes through written notification at each affected worksite. Employees desiring to teach such classes shall file a written statement with his/her school principal of such desire. Voluntary requests shall receive first consideration.
2. Involuntary assignments shall be made at the discretion of the principal provided the authority is exercised in a professional and fair manner, not arbitrary or capricious. The principal shall advise the employee through a personal interview that the assignment is being recommended and the reasons therefore.

ARTICLE ELEVEN

STUDENT DISCIPLINE

A. Student discipline is based on the requirement that all students must adhere to a code of behavior and to conform with all school rules and regulations.

B. **District Discipline Committee:** The Student Conduct and Discipline Code adopted by the Board shall be reviewed once during the term of this contract by a committee appointed by the Superintendent. However, by mutual agreement between the parties, the Code can be reviewed and amended at any time. The Committee shall be ~~composed~~ comprised of the following individual/groups:

1. Employees, including ~~three-(3)~~ four (4) elementary, ~~three-(3)~~ four (4) middle, ~~three-(3)~~ four (4) high, one (1) exceptional child, two (2) vocational, (one from a high school and one from a vocational center), one (1) guidance, one (1) psychologist, and one (1) social worker. ~~Seven (7)~~ Nine (9) of these employees shall be as recommended by the BTU.
2. ~~Three-(3)~~ Four (4) parents or guardians, one (1) from each area of the district, selected by parents and guardians in a manner to be determined by the Superintendent.
3. One (1) elementary, one (1) middle and one (1) high school, and one (1) center principal to be selected by their respective associations.

4. Three (3) students selected by students in a manner to be determined by the Superintendent.
 5. The Superintendent or his/her designee and two (2) other designees of the Superintendent.
 6. The Chairperson shall be elected by and from the Committee members. The Committee's request for any necessary assistance and other resources needed to complete its function, may be submitted to the Superintendent. Such annual review of the Code shall be completed by May 1st of each year and any revisions of the Code recommended by the Committee shall be acted upon by the Board by July 1st of each year. Upon adoption, copies of the Code shall be distributed to all employees and students.
 7. The district shall update the Student Conduct & Discipline Code to reflect full compliance with F.S. 1006.09, (1) (C) which addresses students found to have intentionally made false accusations that jeopardize the professional reputation, employment or professional certification of a teacher.
- C. **Support and Assistance To Employees:** The Board has the responsibility to give all reasonable support and assistance to employees with respect to the maintenance of control and discipline in the classroom and shall provide necessary services for the diagnosis and evaluation of exceptional students, including dispersal of medication, and for processing certificates of exemption from school attendance.

The principal, or in his/her absence, the person designated to be in charge of the school, shall have the responsibility for maintaining overall discipline within the school setting. Further, the principal shall delegate to the employee such responsibility for control and direction of the students as he/she considers desirable or as required by district policy and rules. When and where such responsibility, including dispersal of medication, has been delegated, the employees shall be supported in any reasonable action they may take.

Each pupil enrolled in a school shall, during the time he/she is attending school and during the time he/she is on the school premises, be under the authority of the principal or person designated to be in charge of the school, and under the immediate control and direction of the employee or other member of the instructional staff to whom such responsibility and authority may be assigned by the principal.

- D. **School Board Responsibility:** The Board shall do everything within its legal power to protect and support the principal and employees in their disciplinary role. This shall include, but not be limited to, legal defense or reimbursement in accordance with Florida statutes for any civil or criminal action brought against any employee arising out of and in the scope of his/her employment unless such employee acted in bad faith or with malicious purposes or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, and provided, however, that in any case where the employee pleads guilty or nolo contendere or is found guilty of such action, the employee shall reimburse the Board for the cost of any legal services for which the Board paid. The provisions

of this section shall not apply to action of the Board against an employee. Each expenditure of funds for legal defense by the Board shall be acted upon at a public meeting with notice pursuant to Florida statutes. In addition, the Board shall assist the principal, employee and/or other school staff members in bringing about penalties for the disruption of school functions or assault or battery upon the instructional staff as set forth under Florida Statute 1006.145 and 784.081.

~~DE~~. **Classroom Discipline:** An employee may impose customary classroom discipline (except corporal punishment) where necessary in cases of minor infractions and may use such force as is necessary in protection from attack or to prevent injury to himself/herself or another person. The use of reasonable force necessary to isolate the disruptive student from the classroom shall not constitute corporal punishment as defined in accordance with Section C above, and shall not be used as a basis for the suspension of an employee nor for holding an employee liable for such an act unless the force used is degrading or unduly severe as to its nature.

~~EF~~. **Student Discipline Plan:**

1. Each school's School Advisory Council (SAC), working with teachers appointed by the school's Faculty Council, shall develop a comprehensive student discipline plan. The administration shall utilize the Administrative Discipline Matrix to ensure consistency of student discipline throughout the District, except when its use conflicts with a student discipline plan developed and adopted through a faculty vote following the process below. If a conflict between the Administrative Discipline Matrix and a school's discipline plan arises, the parties shall form a joint intervention team of two members appointed by each party to meet with the school's discipline committee to resolve any conflict and to ensure that the plan meets the intent of the matrix.

2. The Plan shall incorporate the principles of progressive discipline and provide for clear guidelines and consequences as well as encourage consistency in its school-wide application by teachers and administrators. Discipline procedures such as when and how a teacher should send a disruptive student to the administrative offices should also be addressed. The plan shall include procedures for a teacher to exclude a student from class and for the subsequent development of a behavior contract. The contract shall be developed by the committee recommending placement with input from the student's teacher and shall delineate what further disciplinary action may be recommended should the student violate the behavior contract. Said procedures shall be consistent with Florida Statutes and Board Policy. For the purpose of this project, the Faculty Council at each school shall appoint the following number of teachers to work with the SAC teams:

- a. Elem. Schools, Exceptional & Alternative Educ. Ctrs. =3 teachers
- b. Middle Schools =4 teachers
- c. High Schools and Vocational Centers =56 teachers

23. The plans will be developed and submitted as a component of the School Improvement Plan for implementation during the next school year.

34. **Faculty Vote:** Once the above-cited group finalizes the plans, the plans shall be voted on by the bargaining unit members in affected schools and must be approved by 66 2/3 percent of said members in accordance with the provision contained in Article Fifteen, Section G, 2-4 of this Agreement.

The Broward Teachers Union shall receive one (1) copy of each school's discipline plan.

If the plan is not approved, then Section 4 below of this contract shall be implemented.

45. If the faculty at a school cannot agree and approve a discipline plan, then the following provisions shall be implemented:

- a. An employee may remove a student to the principal or his/her designee when the grossness of the offense, the persistence of the misbehavior or disruptive effect of the behavior makes the continued presence of the student in the classroom intolerable.
- b. Prior to such student being readmitted to the classroom, the principal or his/her designee to whom the student has been removed shall provide in writing to the employee a statement of the specific action taken and the consequences to the student if the incident recurs. The teacher may exclude a student from the class in compliance with Florida Statutes and Board Policy.
- c. The form shall contain a space where the teacher may recommend a consequence to the principal/ administrator for the offense. The administration shall utilize the Administrative Discipline Matrix and provide an explanation at the request of the referring teacher when the principal/designee does not follow the teacher's recommendation.
- d. The student referral form must contain a section indicating the specific action taken by the Administration and the consequences to the student if the incident recurs.

FG. **District Standard Referral Form:** There shall be one (1) student referral form ~~in triplicate with one copy to be retained by the teacher,~~ used throughout the district (see Appendix D). When appropriate, teachers shall use this referral form to request administrative disciplinary action. Such administrative action shall be noted on the form and the referring teacher shall be provided a copy. A school may request a waiver of the district referral form consistent with the district waiver timeline and contract language concerning student discipline. Should a school be granted the waiver of the referral form, it is not necessary to renew the waiver each year unless the school decides to make a significant revision to the referral form. The referral form included in Appendix D may be modified with the agreement of both parties to achieve the goal of paperwork reduction while maintaining the requirements contained herein.

GH. **Written Statement:** ~~In such cases as described in D and E(4) above,~~ When a student is referred for disciplinary action, the employee shall furnish the principal or designated representative, as promptly as teaching obligations will allow, with full particulars on the problem or incident in writing utilizing the student referral form. In cases where the student has been removed, the principal/designee shall furnish a written response on the referral form prior to returning the student to class. In cases where the student has not been removed from class, the principal/designee's response shall be provided to the employee within two (2) workdays.

HI. **Student Discipline File:** Individual records will be maintained by the principal or his/her designee on student discipline and will be available to employees as an aid for determining disciplinary recommendations concerning particular students.

IJ. **Special Assistance:** Whenever it appears that a particular pupil requires the attention of special employees, the Board will take reasonable steps to assist the employee with respect to such pupils. The Board recognizes that the employee shall not be expected to assume the ongoing responsibility for psychotherapy. Additionally, the SIU shall provide schools with a copy of the Student Felony Arrest Information Transmittal for students who have been arrested for a felony crime, and the schools' administration shall provide affected employees with a copy of the form. Teachers shall keep this information confidential pursuant to the requirements of state law.

JK. **Reporting Incidents:**

1. Principals or other appropriate administrators shall be responsible for immediately reporting to the Superintendent, through the Special Investigative Unit, any person who (1) commits assault or battery upon any employee, and (2) any person, excluding a student, who upbraids, abuses or insults any employee during employment, on school property or at a school activity, and (3) any person who is not otherwise subject to the rules and regulations of the school who creates a disturbance on the property or grounds of any school, or who commits any act which interrupts the orderly conduct of a school or any activity thereof.
2. Reports of death, and other threats of a violent nature made against an employee shall immediately be reported to the school administrator who shall immediately notify SIU and the affected employee. The employee shall be given the opportunity to immediately notify law enforcement officials, the union and other appropriate individuals if the employee so desires.

L. **Filing Charges:** The Special Investigative Unit shall make an immediate investigation. The Superintendent or his/her designee shall assist the employee in filing charges against the individual committing such act or acts if the employee chooses to file charges.

KM. **Procedures To Correct Misbehavior:** School authorities will endeavor to achieve correction of student misbehavior through counseling, interviews and conferences, which when warranted, shall be extended to include the child's parents. Suspension, alternate school placement, and/or other appropriate

action as determined by Board policy, may be imposed for serious or persistent infractions of normal good behavior.

LN. **Reimbursement To Employees:** The Board shall reimburse an employee for the cost of reasonable and necessary medical, surgical, or hospital services incurred as the result of any injury sustained in the course of his/her employment, less any such cost paid by district insurance programs or Worker's Compensation.

MO. **Field Trips:** Students may be denied the privilege of participating in field trips, social and/or extra-curricular activities if said student(s) have been disruptive, violate the student code of conduct or fail to conform with school rules and regulations. The teacher shall make this initial decision and inform the affected student and the principal/designee as to the reason for the denial of the privilege.

If the teacher's principal overrules this decision, the employee may appeal, in writing, to his/her Area Superintendent within two (2) work days of the principal's decision. The Area Superintendent will meet with the affected teacher, a representative of their choice, and the principal. The Area Superintendent shall issue a final and binding decision, in writing, within two (2) work days of the meeting. The Area Superintendent's decision is exempt from the provisions of Article Thirty-Four of this contract.

NP. **Student Removal and Placement Review Committee:** Within the first four (4) weeks of the school year, the principal shall inform the teachers in writing about the availability, the procedures, and the criteria for removing a student from class and the establishment of the Placement Review Committee. The Placement Review Committee shall be organized according to procedures in Florida Statute and Board Policy.

Q. The Contract Administration Committee shall discuss strategies to improve student discipline and employee safety in county schools and may make recommendations to the Superintendent and the President of BTU for appropriate action.

ARTICLE TWELVE

REDUCTION IN PAPERWORK

A. **Establishment:** The parties recognize the need to minimize the paperwork requirements for bargaining unit members. To help facilitate this objective, the parties agree to establish a district level Data Collection Review Committee.

B. **Purpose:** The Committee shall study and recommend procedures to the Superintendent for eliminating, reducing, revising and consolidating employee paperwork requirements. This shall include, but not be limited to: initiating a reports/form management system to ascertain that duplications in the collection of data does not exist; ascertaining that reports/form are prepared in a logical and uncomplicated format; reducing the number and complexity of required reports particularly at the school level; recommend the appropriate personnel

and/or automated systems to prepare those forms/reports deemed necessary with the intent, where possible, of relieving teachers of this responsibility.

- C. **Composition:** The President of the BTU shall appoint six (6) bargaining unit members and the Superintendent shall appoint five (5) people to the Committee. The members of the Committee shall select a chairperson.

Term: Committee members shall serve for a two (2) year term of office and may be appointed for additional terms. If any member cannot fulfill their term, he/she will be replaced by the person who appointed them to finish out the affected term of office. Any Committee member may be replaced at any time by the person who appointed him/her.

- D. **Responsibilities:**

1. The Committee shall meet quarterly on mutually agreed upon times and places.
 2. The Committee is authorized to create subcommittees to accomplish its tasks.
 3. Any Committee member who misses three (3) successive meetings shall be removed from the Committee and a replacement shall be designated by the individual who made the original appointment.
- E. The Committee shall issue its written recommendations to the Superintendent no later than the last week in May.
- F. The Superintendent's Form Control Report provided to the Department of Education will also be provided to the BTU.
- G. **Faculty Council/Paperwork:** The Faculty Council or a sub-committee of the Council shall review all forms and other paperwork created at their school and issue non-binding recommendation to the principal for eliminating, reducing, revising consolidating school generated paperwork. If the majority of the affected faculty is dissatisfied with the principal's response to said recommendations, the faculty may request the district level Paperwork Control Committee to review said recommendations. The Committee shall process this review pursuant to the provisions of this article.
- H. The Data Collection Review Committee may recommend new/modified contract language, addressing concerns related to the extensive amount of paperwork required of teachers. Such recommendations will be referred to the Contract Administration Committee.

ARTICLE THIRTEEN

ACADEMIC FREEDOM

- A. **Democratic Tradition:** The parties agree, within the prescribed course of study of the Broward County public school system, to seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibilities, to inspire meaningful awareness of and respect for the Constitution and laws of the State of Florida and the United States, and to instill appreciation of the values of individuality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for employee and students is encouraged.
- B. **Individual Rights:** Freedom of individual conscience, association and expression shall be encouraged and fair procedures developed to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.
- C. **Rights of Others:** While the employee must be free to live according to his/her own conscience, so must his/her students and the public he/she serves. The employee may not infringe upon the freedom of students assembled involuntarily by application of attendance laws. Opinion and theory should be clearly stated and identified.

ARTICLE FOURTEEN

POLITICAL ACTIVITY

- A. **Political Action:** All employees shall have the entire liberty of political action when not engaged in their employment, provided such action is within the laws of the United States of America and the State of Florida.
- B. **Political Materials:** Use of political material for instructional purposes in the classroom is permitted, but each employee must be accountable that the presentation is open-minded, fair, responsible, and respectful of the differing opinions of others. Use of political material for political purposes in the classroom is prohibited.
- C. **Political Coercion:** All employees shall be entirely free from political domination or coercion, or the pretended necessity of making political contributions of money, other things of value, or engaging in any political work or activity against their wishes under

the assumption that failure to do so will in any way affect their status as employees of the school system.

ARTICLE FIFTEEN ACCOUNTABILITY

- A. School-site accountability is an ongoing process through which professionals working as a team have the opportunity for authentic participation in the school and greater responsibility for its process. Those most closely affected by decisions ought to be involved significantly in making those decisions on all issues. This is the spirit of Florida's Blueprint 2000/Accountability.

B. **Committee Involvement:**

If the Superintendent creates a districtwide Accountability Committee, the President of the BTU shall appoint one (1) member.

C. **Training:**

1. Recognizing that professional development skills are vital, the Board agrees to provide inservice training to teachers to the extent funding permits. Training shall be designed to develop and enhance the operations of the SAC and be extended to involve the entire faculty through the various stages of change and school restructuring. The Board and the BTU shall work together in the development and implementation of quality training related to accountability.
2. School-based accountability funds allocated to the school may be used to support these training efforts.

D. **Reconciliation/Intervention Team:**

The parties agree to provide a reconciliation team to assist schools experiencing difficulties in making adequate progress in student achievement or who need assistance in group interactions or with other school conflicts. The Superintendent shall decide the composition of the team, and when a team will be assigned to assist a school. The president of the Broward Teachers Union may make a direct request to the Superintendent to send a team to a specific school. The president of the Broward Teachers Union shall appoint two (2) team members.

E. **Shared Governance:**

The parties shall develop a variety of shared governance models which schools may consider. Schools shall select a model that best suits their needs or the staff may develop an alternative model of governance with direct involvement by teachers, other staff and community representatives. Staff approval and commitment to the model is essential. The selected model of governance will be specifically described in each school's improvement plan.

F. **School Advisory Council (SAC)**

1. The President of the Broward Teachers Union shall appoint one (1) teacher bargaining unit member from each school to serve on that school's SAC team. The appointment is for a full school year. If the selected employee must resign from the SAC, the President shall appoint a replacement. The Broward Teachers Union shall provide updated lists of their SAC representatives by September 1 of each year with subsequent changes provided in writing. Also, pursuant to F. S. 1001.452, teachers at each school shall select the teacher representatives on SAC teams.

The BTU president shall appoint one (1) steward/or designee to participate on the community interview/conversation committee as part of the process for the selection of the new principal from their school. The committee's recommendations shall be submitted to the Superintendent of Schools for his/her consideration.

2. **The role of the SAC is to:**

- (a) initiate, develop, implement and evaluate the School Improvement Plan and other school site issues to professionalize teaching and to improve student performance;
- (b) request technical assistance and staff development;
- (c) overseeing subcommittees as a result of action taken by the SAC;
- (d) others as decided by each school site.

3. **School Improvement Plan (SIP)**

Once the School Improvement Plan is developed by the SAC team it shall be presented to the faculty for final comments or suggested changes before the SAC takes a final vote on its plan.

If the final approved SIP is substantially different from the one shared with the faculty before the SAC voted, the principal and building steward will brief the faculty on the changes. For purposes of this section, the SAC members will determine if the plan is “substantially different.” A final copy shall be available for review in the school's media center.

The District will provide a BTU steward signature line on the School Improvement Plan document. Said signature indicates that the steward has knowledge of the School Improvement Plan. The steward may choose not to sign but the signature or lack thereof will not stop the implementation of the Plan.

4. **School Improvement Funding**

The Board shall fully comply with F.S. 24.121 (5) (c) which addresses guidelines for the expenditure of lottery funds. If the Florida Legislature deletes/amends the statute that this section is based on, or the State appropriation ends, this section #4 shall be amended or deleted to reflect the action taken by the Florida Legislators.

G. **Waivers:**

1. The waiver procedures for policies, State Board rules, Florida Statutes, Federal laws, collective bargaining agreements, etc., are contained in the district's Accountability Policy.
2. **Time Frame:** All waiver requests must be presented in writing to the faculty not less than three (3) work days before the official secret ballot vote is conducted. The parties agree that the faculty cannot vote on a waiver addressing the same issue more than once each semester.
 - (a) Any change in the elementary school calendar (in compliance with State Statute) or a change in the schedule or calendar (in compliance with State Statute) of a Middle School or High School must be

the subject of a vote in accordance with the procedures set forth in this Article.

- (b) A vote regarding the total school schedule may be taken only one time per school year.
 - (c) Schools which are voting for the first time to move to a new schedule must commit to a minimum of two years for such schedule. Thereafter, such schools shall vote annually on whether to continue that schedule.
 - (d) Schools shall first vote on their current alternative schedule. Should the vote be unsuccessful, then a new/modified version will be presented to the faculty for a vote.
 - (e) In the event of that a faculty does not agree by 66 2/3 percent to adopt the schedule, the school shall return to the school's previous schedule.
3. **Secret Ballot Vote:** The vote shall be conducted through a secret ballot conducted by a bargaining unit representative chosen by the entire faculty who shall be responsible for securing ballots during this time. The principal and a representative of the Broward Teachers Union shall be official observers of the election and ballot counting. Waiver request must be approved by 66 2/3 percent of the bargaining unit members in the school and not just those in attendance at the voting meeting (Example i.e. a school with 100 bargaining unit members must have 67 positive votes regardless of the number of bargaining unit members voting. (If the waiver does not affect the entire school, then a vote of 66 2/3 percent of the affected bargaining unit members is necessary.
4. **Notice of Election Day:** The date for the written ballot will be announced not less than twenty-four (24) hours prior to election day and will be conducted at the school. Any bargaining unit member who will be on an approved leave of absence on the day of the official vote shall be provided the opportunity to vote prior to the scheduled official vote as long as the final waiver language is available for review by the affected employee. Absent employees who return to work not later than one (1) work day after the election may procure an absentee ballot at the school, fill it out at the

school and turn it in to the person selected by the faculty to conduct the vote.

5. **Challenge to the Voting Procedure:** If the Administration, the affected faculty or the Broward Teachers Union believe that improprieties have occurred with the election, the president of the Broward Teachers Union and the Superintendent's designee shall meet and agree on a remedy.
6. **Community Endorsement and Steward Signature:** After the election is conducted, the waiver request must be reviewed and endorsed by the community at an advertised open meeting. The district will provide a BTU steward signature line on the waiver request form. Said signature indicates that the steward has knowledge of the waiver. The steward may choose not to sign but the signature or lack of a signature will not stop the waiver from continuing throughout the District review process.
7. **Recommendation of the Superintendent:** Without such 2/3 majority vote, a waiver shall still be submitted but will not have the recommendation of the Superintendent of Schools or the President of the Broward Teachers Union. All waivers must be cost neutral. Window periods for waiver submission will be consistent with the district's Accountability Policy.
8. **Waiver Assistance Panel:** All waivers shall be reviewed by a Waiver Assistance Panel. The president of the Broward Teachers Union (designee) shall serve as a member of the Committee. The Committee shall have no veto power.
9. **Impact Bargaining:** If the Broward Teachers Union believes that a waiver request impacts the collective bargaining agreement, the President of the Broward Teachers Union may request impact bargaining pursuant to provisions contained in PERC case law.
10. **Waiver Duration:** Waivers will be for one (1) year duration and non-precedent setting.

A school may request a waiver of the district referral form consistent with the district waiver timeline and contract language concerning student discipline. Should a school be

granted the waiver of the referral form, it is not necessary to renew the waiver each year unless the school decides to make a significant revision to the referral form.

H. **Transition Team:**

The parties agree to create a transition team when a new principal is appointed at a school. The President of the Broward Teachers Union shall appoint one (1) member of the team. The Transition Team will assist in the transition of a new principal so that there is an easy and efficient change of leadership while the school continues to work toward its goal and objectives as specified in the School Improvement Plan.

I. **Funding:**

The Board will provide \$80,000, which shall be used to further the goals of the district's Accountability Program. Specifically, the funds may be spent in such areas, but not limited to: training, release time for teachers working on accountability projects, guest speakers, etc. The BTU will keep a written record of expenditures charged to this fund and shall make this information available to the district.

J. **National Board for Professional Teaching Standards**

The Board shall offer professional incentives/assistance to employees working toward and/or attaining national certification including:

1. Upon completion of the portfolio process, candidates shall receive sixty (60) inservice credits. Candidates who complete the process and do not receive certificates shall receive sixty (60) inservice credits.
2. Upon request, arrangements may be made with the principal to provide one (1) day of release time for the candidates to complete the portfolio. This time shall constitute temporary duty leave assignment consistent with applicable rules and policies.
3. The district shall strive to provide technical assistance for use at home for the completion of the portfolio. Candidates will contact HRD to facilitate assistance with video equipment. Arrangements for the use of the referenced equipment shall be pursuant to board policy.

4. Upon publication by the National Board of the guidelines and procedures for re-certification application, the committee will meet and confer to recommend appropriate incentives.
5. Candidates who receive certification shall receive an additional sixty (60) inservice credits.
6. Candidates who complete the process but do not qualify for certification, have the opportunity to bank their subject areas and retake the exam will be awarded sixty (60) inservice credits if they engage in the retake process.
7. New teachers entering Broward County in 2004-2005 school year with NBPTS certification shall be awarded a one (1) time payment signing bonus of one thousand dollars and zero cents (\$1,000.00) after verification by the district of their certification by January 15, 2005 retroactive to the beginning of the 2004-2005 school year.
8. Up to five (5) mentors who have exceeded ninety (90) hours of mentoring shall be eligible to attend the national conference and the district shall incur the expenses. Selection shall be made on a rotating basis based upon the date the teacher became nationally board certified. Should there be a tie, then selection shall be by seniority. In addition to the five mentors attending, the District shall incur the expenses for up to two (2) mentors making presentations at the conference.

ARTICLE SIXTEEN

STUDENT TEACHING ASSIGNMENTS

- A. **Qualifications To Be A Supervising Teacher:** Employees supervising student teachers shall be continuing contract employees or annual contract employees with three (3) or more years' experience except that where such employees are not available in a particular subject area or grade level. The principal may assign any employee who will voluntarily accept the assignment of supervising the student teacher.
- B. **Number of Student Teachers:** No employee shall accept and supervise more than one (1) full-time student teacher per

semester. Any remuneration paid the district for accepting such student teacher shall be paid in full to the employee. In cases where college credit tuition waivers are given instead of remuneration, the employee shall accept the college credit tuition waiver.

- C. **Student Teacher As Substitute for Classroom Teacher:** No student teacher shall be used as a substitute teacher nor shall any student teacher be placed in sole charge of a classroom until the college or university supervisor, the employee, and the principal have mutually agreed that such experience is desirable.

ARTICLE SEVENTEEN

FACULTY COUNCILS

- A. **Establishment:** A council composed of bargaining unit members shall be established in each school. Bargaining unit members who are assigned to a work location other than a school may also form a council provided that at least three (3) members are assigned to the location. The Council may request and shall be granted a meeting with the affected principal at any time during the school year on a mutually agreeable date and time.
- B. **Purpose:** The purpose of the Council is to offer input from the faculty to the principal concerning any matters pertaining to the operation of the educational program of the school. However, pending grievances may not be discussed. Recommendations of the Council shall be given full consideration by the principal.

School Budget: In order to provide appropriate input, the BTU steward shall be provided a complete copy of his/her school's budget. Recommendations of the Council shall be given full consideration by the principal.

- C. **Composition of the Faculty Council shall be as follows:** In addition to the designated BTU steward, one-half (1/2) of the Council shall be composed of members of the bargaining unit designated by the union and one-half (1/2) of the Council shall be composed of members of the faculty elected by the faculty. Faculty Councils shall be established within thirty (30) days of the effective date of this contract. The number of members shall be as follows:
1. Elem. Schools, Exceptional & Alternative Educ. Ctrs. = 5
 2. Middle Schools = 7

3. High Schools and Vocational Centers = 11

The composition of the Council may differ from the one listed above by mutual agreement between the principal and a majority of bargaining unit members at each school. Schools that choose a different method for selection and composition of the Council shall report their method to the Board's Department for Employee Relations, who shall in turn notify the BTU.

- D. **Length of Office:** The term of office for members of the Council shall be for one (1) school year.
- E. **Meetings:** Faculty Councils are authorized to meet as often as necessary for the purpose of considering recommendations to be presented to the principal. Upon notification by the BTU designated steward that an election is necessary, the principal shall, in a timely manner, call a faculty meeting for this purpose. The Council shall elect a chairperson.

ARTICLE EIGHTEEN

DUE PROCESS/PERSONNEL FILES/EMPLOYEE EVALUATION

A. **UNION REPRESENTATION:**

1. **Written Notification of Reasons for Conference:** An employee shall be given two (2) work days notice of a scheduled conference with the principal or any other supervising administrator (designee) for the purpose of taking disciplinary action and a written statement of the reason(s) for the conference except in cases deemed to be an emergency. For example, if the principal schedules the conference for a Wednesday, the employee must be notified on a Monday.
2. **Notice to the Employee by the Administrator:** Any employee summoned to the office of a principal or any other supervising administrator (designee) for a conference for the purpose of taking disciplinary action or issuing a reprimand (this excludes informal warnings, criticisms, or suggestions for improvement) shall have the right to request BTU representation and shall be informed of this right. **When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the BTU is present.** It is the employee's responsibility to have a BTU representative present within three (3) working days of such request.
3. **During the Meeting:** If during the course of a meeting that was not called for the purpose of issuing a reprimand, the necessity develops for issuing one, the principal shall notify the employee at that time that he/she is entitled to BTU representation. **When BTU representation is requested and the employee is to be represented by the union, no**

action shall be taken with respect to the employee until such representative of the BTU is present. It is the employee's responsibility to have a representative present within three (3) working days of said request.

B. EMPLOYEE RIGHTS:

Assessment data is used to develop ratings which are recorded on the assessment form. The forms become part of the employee's personnel file. Data is used in decision-making for personnel selection, training, promotion, placement, and other matters consistent with School Board policy. The following procedures apply to special situations:

1. Discipline and Renewal:

- a. **Progressive Discipline:** Any discipline of an employee shall be for just cause. The parties agree that the concept of just cause embodies the principles of progressive discipline appropriate under the circumstances. Disciplinary procedures may include but are not limited to: verbal/written reprimand, suspension, demotion and termination. The decision of the district not to renew an annual contract employee shall not be subject to this section. In addition the parties agree that the principles of progressive discipline do not apply to employees who are placed in the 90-day process described in Florida Statutes 1012.34.
- b. **Probationary Period:** It is the intent of the parties to assure that an environment exists that encourages the success of employees on an initial annual contract. Prior to making a recommendation for termination of an employee during an initial probationary period, the Area Superintendent shall review the recommendation and shall have the option of offering the employee a transfer to another location, which may offer the employee a greater chance for success. The decision of the Area Superintendent shall be final and binding, and the decision shall not be subject to the grievance procedure in Article 34. Nothing in this subsection shall be deemed to waive the rights of an employee under local, state or federal law.

2. **Complaints on Employees:** No action against an employee shall be taken on the basis of a complaint by a parent or student or other individual nor any notice of such action or complaint shall be included in the employee's personnel file, unless the matter is first reported to the employee in writing and the employee has had the opportunity to discuss the matter with his/her principal.
3. **Investigation of an Employee:** No investigation of an employee, beyond preliminary inquiry, by the Special Investigative Unit may be undertaken without written notice to the employee, such notice to include a statement of the cause giving rise to the investigation.
4. **Recommendation for Dismissal:** Any recommendation for dismissal of an employee because of incompetent performance, as specified on the

employee's assessment form, shall not be made prior to the conclusion of a time period as set forth in the assessment form for the purpose of correcting such deficiency or deficiencies.

5. **Conferences:** Any conference or hearing with an employee regarding dismissal, non-renewal, suspension, demotion, or other discipline shall be conducted in a manner so as not to abrogate the employee's rights according to law and the provisions of this contract.
6. **Refusal To Sign Documents:** An employees refusal to sign evaluation forms and any disciplinary action forms that may be required/generated under the provisions of this article, shall not constitute any grounds for insubordination or for other action against the employee, when such signature is for the purpose of acknowledging that the document has been read and does not necessarily indicate agreement with its content.

C. **REEMPLOYMENT OF FIRST AND SECOND YEAR ANNUAL CONTRACT EMPLOYEES:**

1. **Notice:** All annual contract employees whose contracts are not being renewed shall receive written notice of same no later than one month prior to the last workday of the regular school year. Any such employee not given such notice two weeks prior to the last workday of the regular school year shall be reemployed for the following school year.
2. **Reemployment:** First and second annual contract teachers who receive an overall evaluation rating of satisfactory in the end of the year evaluation shall be provided an instructional position provided that a vacant position exists in the district for which they are certified.
3. **Involuntary Transfer:** It may be necessary to surplus an annual contract teacher who has been renewed under the provisions of this section to another school. The following procedures shall be utilized:
 - a. Surplussing shall occur in accordance with Article Twenty-Five, Section D of this agreement, Involuntary Transfers.
 - b. The Division of Human Resources shall be responsible for placing employees who meet the provisions of this section.
 - c. If an instructional position is not available for which the affected employee is certified by the commencement of the subsequent school year, the Division of Human Resources shall place the affected employee on a waiting list until a position for which the teacher is certified becomes available. The employee shall not be on the district's payroll until a job becomes vacant.
 - d. If an annual contract teacher refuses a job offer, the Board is relieved of its obligation to employ said person.
 - e. If a position for which the affected person is certified is not available, the Board is not obligated to offer the affected teacher an

alternative/dropout prevention position unless the Superintendent and affected employee agree to do so.

- f. The placement of a surplussed continuing contract professional services contract employee shall always receive preference over the placement of a surplussed annual contract teacher.

D. **RECOMMENDATION FOR PROFESSIONAL SERVICES CONTRACT:**

1. **Assistance:** Consistent with this system, every effort shall be made by the district, through assessment and consultation, to assist annual contract employees so that during their third year of employment, they will have attained the desired level of competence that will result in a recommendation for professional services contract (PSC).
2. **Satisfactory Evaluation:** Annual contract employees who receive at least a satisfactory rating on their performance evaluations during each of their three probationary years of employment, shall be awarded a professional services contract (PSC) if they meet the requirements specified in Florida Statute 1012.33(3)(a) provided that a vacant position exists in the district for which they are certified.
3. **Placement:** The Division of Human Resources, shall be responsible for placing employees who meet the provisions of this section. If an instructional position is not available for which the affected employee is certified by the commencement of the subsequent school year, the Division of Human Resources shall place said employee's name on a list and will place the employees in the appropriate instructional positions as they become available. If an employee refuses a job offer, the Board is relieved of its obligation to employ said person. The parties agree that if a position for which the affected person is certified is not available, said employees will not be placed in an alternative education position unless the Superintendent and affected employee agree to do so.

E. **PERSONNEL FILE - ACCESS AND SECURITY**

1. **Number of Files:** There shall be no more than two (2) personnel files maintained for each employee. The official file will be maintained at the district personnel office. In the event two (2) such files are maintained, one (1) shall be kept in the principal's or director's office at the school or other location where the employee is then employed. Each document placed into the employee's file maintained in the principal's or director's office shall be duplicated and the original transmitted to the district Personnel Office for inclusion within the employee's file maintained at the district Personnel Office. When the employee transfers to another school within the district, the file will be transferred with the employee. When the employee leaves the district, the file maintained in the principal's or director's office may remain there for up to three (3) years or be destroyed if the principal leaves the school within the three (3) year period.
2. **Entries Log:** Each personnel file shall contain a form titled "Log of Entries" to include all of the following information regarding certificates, commendations, assessment documents, disciplinary matters and

complaints placed in the files: (1) a brief description of the time; (2) the date shown on the item; (3) the date the item was first placed in the file; and (4) the identification of the source of the item.

3. **Anonymous Items:** No item from any anonymous source may be placed in the personnel file. Any item(s) detrimental to an employee's employment status and which are without substance, no longer pertinent, or otherwise inappropriate may be removed from the employee's personnel file upon request by the employee to the Superintendent, provided that the Superintendent's refusal to do so may be subject to the grievance procedure.
4. **Investigative File:** The file established by the district as a result of any investigation of an employee is not one of the two personnel files listed above. Access to a file dealing with an investigation shall be in accordance with the provisions of Florida Statute 1012.31. If the preliminary investigation is concluded with the finding that there is not probably cause to proceed further and with no disciplinary action taken or charges filed, then the district will ask the Department of State, Division of Library and Information Services, for permission to destroy the investigation file.
5. **Notification To Employee:** Items may not be placed in an employee's official personnel file unless the item has been made known to the employee, pursuant to the methodology described in Florida Statute 1012.31(2)(c). In addition, items challenged under the provisions of the grievance procedure may not be placed in the employee's file until the grievance has been resolved pursuant to the provisions of Article Thirty-Four of this contract. The employee shall have the right to respond to any item(s) to be placed in his/her personnel file and to have the response attached to such item. The employee's signature shall indicate only that he/she has read the item and shall not necessarily indicate agreement with its contents.
6. **Review and Copying of File:** Each employee shall have the right, upon request, to review and reproduce any contents of his/her personnel file. A representative of BTU may, at the request of the employee, accompany the employee in such reviews and may, upon written authorization by the employee, review and reproduce any contents of the employee's personnel file. The review or reproduction of the contents of an employee's personnel file shall be made in the presence of the administrator responsible for the safekeeping of such file. An employee's personnel file shall be open to inspection pursuant to the criteria and requirements in Florida Statute 1012.31.

F. **INSTRUCTIONAL PERSONNEL ASSESSMENT SYSTEM (IPAS)**

Employee Evaluation

1. **Philosophy, Assumptions, and Guiding Principles**
 - a. The School Board of Broward County and the Broward Teachers Union (BTU) believe that to provide the best education possible to

students, competent, capable and caring instructional personnel must shape the educational environment in which its students participate. The primary purpose of teacher assessment is the improvement of individual and collective teaching performance resulting in optimal student learning.

- b. The School Board and BTU acknowledge that the assessment process should recognize the professional nature of teaching and supervision. Educational research has not identified a single uni-dimensional construct called “effective teaching.” Teachers must pursue a variety of models of effective teaching. It is recognized, moreover, that the educational environment is complex and variable and great weight should be placed on teacher judgment to guide the activities of student learning.
- c. The system must delineate responsibilities to assist individual in improving deficiencies as well as contribute to their professional growth and development. The system must also ensure prompt exchange of performance data between teacher and administrator. The result is an effective assessment system that provides the basis for a collective school climate focused on student learning.
- d. The Instructional Personnel Assessment System was founded on assumptions which relate to the design of an assessment system, teachers as individuals, the assessor, procedures, and instruments.
- e. **Assumptions**
 - 1. The major goal of an assessment system is instructional improvement.
 - 2. A sound assessment system focuses on teacher performance.
 - 3. The assessment system links programs to professional development activities.
 - 4. The assessment system recognizes outstanding teaching performance.
 - 5. The result of a sound and progressive assessment system is a climate in which administrators and teachers work to take collective responsibility for student progress.
 - 6. A comprehensive orientation program helps teachers to
 - a) understand the system;
 - b) prepare for the assessment; and

c) respond to the results of the assessment.

7. The teacher wants to be a competent professional.
8. Instruction is the primary element in the overall role of the teacher. It is possible to assess differences in teacher performance. The assessor has a commitment to instructional improvement.
9. The process encourages diversity in teaching behavior.
10. The effectiveness of teaching behavior is best assessed in light of learner, school and/or school system characteristics, needs, and organizational structure.
11. The process focuses on patterns of teaching behavior that contribute to effective student learning.
12. Multiple sources of data are used to the development of a complete picture of teacher performance.
13. All teaching can improve with additional support or assistance.
14. The assessment process should impact significantly on personnel decisions.
15. The instrument(s) are understood by all teachers and administrators.
16. The instrument(s) assess the performance of competencies/skills considered important to effective teaching.

f. **Guiding Principles**

1. The labor-management committee which designed the Instructional Personnel Assessment System developed the following principles to guide the initial implementation and ongoing operation of the system.
 - a. Administrators and teachers should be familiar with specific models of effective instructional strategies.
 - b. Teachers and administrators using this system should be trained.
 - c. The system should promote professional and organizational growth.
 - d. The process should be appropriate for all specialties and assignments.

- e. The system should be reasonably easy to administer.
- f. The assessment process must meet legal requirements.
- g. The system should be based on the principle that performance can improve to higher levels of competency.
- h. A multi-dimensional approach shall be taken for assessment i.e., not every teacher is intensively assessed annually.
- i. Administrators, peers, curriculum specialists, and others should be included as a regular integrated part of the assessment process.
- j. The process should take a supportive, positive approach toward improving performance which acknowledges competence.
- k. The district must make a financial commitment to make the evaluation system work.

2. **Components and Procedures of the System**

- a. **Responsibilities:** The following persons, groups, departments, and offices are responsible for implementing components of the IPAS.

1. **Principals**

The principal implements IPAS activities at the school level. He or she is responsible for ensuring that each instructional employee is oriented and that the required assessment is completed. He or she may delegate some data collection activities to another administrator in the school.

2. **Annual Contract Teachers**

Teachers employed on annual contracts participate in the orientation program, review procedures, review criteria, and request assistance related to their performance, as needed.

3. **Teachers on Professional Services or Continuing Contract**

Teachers employed on a continuing contract participate in the orientation program, review procedures, review criteria, and request assistance related to their performance, as needed. In addition, they may participate in professional educator development activities organized for the IPAS.

4. **Division of Human Resources**

The Division of Human Resources develops and distributes an annual schedule of assessment activities. In addition, it receives completed forms, ensures the implementation of the system, and maintains assessment records in personnel files. The Division of Human Resources coordinates the Instructional Personnel Assessment Committee with the Broward Teachers Union. The Division periodically collaborates with the Department of Program Evaluation to evaluate the IPAS.

5. **Office for Professional Standards**

This office makes direct interventions with principals and teachers when performance is determined to be unsatisfactory. In addition, it coordinates the New Educator Support System (NESS).

6. **Human Resource Development Department**

This department coordinates training programs for assessors and teachers.

7. **Broward Teachers Union**

The Union supports the implementation of the IPAS through representation on the Instructional Personnel Assessment Committee.

8. **Instructional Personnel Assessment Committee**

This committee is responsible for monitoring and modifying the IPAS as needed. The committee monitors the implementation of the IPAS. During the 2004-2005 school year, the parties agree to develop necessary procedures to bring the IPAS into compliance with Florida Statutes including but not limited to implementation of the career ladder in 2005. The parties also agree that they will continue to work on a system of peer assistance review, which may or may not be included in the career ladder design.

9. **Superintendent**

The Superintendent shall notify the Department of Education of any instructional personnel who receive two (2) consecutive unsatisfactory annual evaluations and who have been given written notice by the District that their employment is being terminated or is not being renewed or that the School Board intends to terminate, or not renew, their employment.

b. **Employee Orientation**

1. Employee orientation is an essential component of the IPAS. The principal or designee conducts an orientation program at the beginning of each school year. Instructional personnel are advised of the following points:
 - a. Assessment criteria
 - b. Assessment forms
 - c. Assessment procedures and timelines
2. Each new employee is given a copy of the assessment form and the assessment criteria before September 15th or upon employment subsequent to September 15th.

c. Assessors

Formal assessment of employees under this system shall be conducted by the appropriate administrators charged with the responsibility.

d. Training

1. Training, is conducted for school-based administrators and teachers to ensure the IPAS is implemented on a uniform basis across the District. Nine (9) training programs support the IPAS. The following table provides the name of each program and participation requirements.

TRAINING PROGRAM

	Administrative Interns	Assistant Principals	Principals	Teachers
Florida Performance Measurement System (FPMS)	1	1	1	«
FPMS Update every other year	1	1	1	«
FPMS Overview	1	1	1	«
New Educator Support System	1	1	1	«

	Administrative Interns	Assistant Principals	Principals	Teachers
Interaction Management	1	1	1	«

Clinical Educator Program				
	«	«	«	«
Instructional Personnel Assessment System (IPAS)	1	1	1	1 in cycle
IPAS Update	«	«	«	«
IPAS Orientation	1	1	1	1
I-Training is required	« - Training is optional			

2. All assessors are required to complete the program entitled:

Instructional Personnel Assessment System Comprehensive.

Major topics presented during this program are listed below:

- a. The District's philosophy and guiding principles regarding the assessment of instructional personnel.
- b. The components of the IPAS
- c. Understanding and interpreting assessment criteria
- d. Completing assessment forms.
- e. Using rating scales.
- f. Preparing written documentation
- g. Orientation requirements and methods
- h. Professional educator development activities
- i. Performance development plans and interventions
- j. Collecting performance data through observations
- k. Collecting performance data through other means
- l. Current contract provisions and contract administration requirements
- m. Due process and legal considerations
- n. Conferencing skills

- o. Remediation interventions
- p. Implementation of the IPAS with employees assigned to different types of contracts including annual contracts, professional services contracts, and continuing contracts.

e. Required Assessments

- 1. At least one (1) assessment of each employee will be conducted by the principal, director, or his/her designee.
- 2. The IPAS is used with all instructional personnel including teachers, media specialists, guidance counselors, etc.

a. Assessment of Beginning Teachers

- 1. Assessment of employees enrolled in the New Educator Support System (NESS) conforms to the procedures for the evaluation of annual contract teachers contained in this contract. Observations, documentation, and conferences completed for these employees supports the completion of the assessment form required for the IPAS.
- 2. The Board shall provide all teachers in the NESS a packet of pertinent information related to the Program.

b. Assessment of Psychologists and Other Employees

Psychologists and other employees whose assignments essentially involve extensive individual casework shall be assessed by observation and review of assigned casework at least once annually. Such assessment(s) shall be conducted by the Director or Area Coordinators of Psychological Services for psychologists and the similar respective program director for other employees.

f. Data Collection

The following five (5) techniques are used to gather data on employee performance. Assessors use multiple techniques to understand actual performance and develop performance ratings.

- 1. **Informal classroom observations:** Informal observations are made periodically by the principal or designee. A follow-up conference is not required subsequent to an informal classroom observation if performance is deemed satisfactory.

2. **Formal classroom observations:** Formal observations are primarily initiated by the principal or designee. Employees may, however, request a formal observation. These are not less than 30 minutes in duration and are conducted by the principal, director or his/her designee. The 30 minute time period may be shortened by mutual agreement between the principal and the affected employee. All observations of employees for the purpose of assessment shall be conducted openly with the full knowledge of the employee. A conference is conducted after each formal observation. The FPMS or other educationally sound observation instruments which may be used for formal observations.
3. **Observations in non-classroom situations:** Principals use opportunities outside the classroom to observe the performance of employees. A follow-up conference is not required subsequent to this type of observation if performance is deemed satisfactory.
4. **Review of records and plans:** Principals review a variety of work samples prepared by the employee. These may include lesson plans, reports, grade card comments, discipline referral documents, etc. In addition, specific records or plans may be requested for review. A follow-up conference is not required subsequent to a review of records or plans if performance is deemed satisfactory.
5. **Review of performance portfolio:** The principal or designee and the employee may mutually decide that a performance portfolio is needed to provide additional information for the completion of the assessment ratings. The design of a portfolio is determined by the principal and employee. A follow-up conference is not required subsequent to the submission of a performance portfolio if performance is deemed satisfactory.

g. Formal Observations

1. Prior to each formal assessment of personnel on an annual contract, no fewer than one (1) observation in the classroom or equivalent work location, of no less than 30 minutes will be conducted by the principal, director or his/her designee during the first semester of the contract period. The 30 minute time period may be shortened by mutual agreement between the principal and the affected employee. All formal observations of employees for the purpose of assessment shall be conducted openly with the full knowledge of the affected employee. Any classroom observations or other factors which are used for assessment purposes shall be included on the formal assessment and discussed with the employee. No formal observations shall be conducted during the last week of the school year.

2. Principals and designee may use the FPMS structured observation instrument in formal observations.

- a. **Notification - Initial Observation of First Year Annual Contract Teachers**

For the first required observation of the first year annual contract employees the assessor shall notify the employee in advance of the week in which the observation is to take place. However, employees with a continuing contract may receive no advance notification of observation.

- b. **Employee Requested Follow-up Observation**

The employee may request a follow-up formal observation. Such observation shall be conducted not less than ten (10) working days from the date of the request and shall be at least thirty (30) minutes in length, unless the affected employee and principal mutually agree to a shorter time period. Such observations shall be discussed and incorporated into the assessment process in accordance with this section, if requested prior to the final assessment conference.

h. **Conferences**

Conferences are used to communicate the results of data collection activities and the completion of the assessment form. Assessors are encouraged to give feedback to employees on a regular and frequent basis through formal and informal conferences. Feedback includes recommendations for individual professional development and performance improvement.

1. **Post Observation Conference:** Not later than ten (10) working days after each observation and prior to completion of the assessment form, the assessor shall meet with the employee to discuss the intended written, formal assessment.
2. **Employee Requested Follow-up Conference:** Upon request of the employee, the assessor shall schedule a follow-up conference at which the employee may be represented. Any change in the assessment as a result of this conference shall be initialed or signed by the assessor and employee and the final assessment shall be treated in a manner consistent with this section.
3. **Annual Assessment Conference:** A conference is conducted with each employee to review the annual assessment form. After such discussion and upon completion of the formal assessment, the assessor and the employee shall sign the assessment form, with a copy to the employee before it is placed in the employee's personnel file. Such signature by the employee only acknowledges that the report has been read and does not necessarily indicate agreement with its contents. No employee shall be required to sign a blank or incomplete assessment form. The employee will be provided a copy

of the signed assessment form within ten (10) working days following the discussion. No assessments and final assessment conferences shall be conducted during the last week of the school year.

4. **Refusal To Sign Documents:** An employee's refusal to sign evaluation forms and any disciplinary action forms that may be required/generated under the provisions of this article, shall not constitute any ground for insubordination or for other action against the employee, when such signature is for the purpose of acknowledging that the document has been read and does not necessarily indicate agreement with its contents.

i. **Assessment Form**

1. The assessment form contained in Appendix I is used to document performance ratings. It is used for all instructional personnel. The form is completed by the assessor and signed by the employee. The employee's signature indicates only that he/she has read the form and does not necessarily indicate agreement with its content.
2. Assessment forms will include the period of assessment and the date or dates of formal observations.
3. The final assessment form and any attachments thereto become the complete documentary record of the employee's performance during the particular performance period.

j. **Assessment Criteria**

Specific assessment criteria are defined in each of the following areas: A complete list of these criteria and respective performance indicators are contained in Appendix I.

k. **Rating Scales**

Two rating scales are used for the IPAS as indicated below.

1. **Rating Scale for Assessment Criteria**
 - a. Satisfactory
 - b. Needs Improvement: Use of this rating requires written documentation and the implementation of a Performance Development Plan (See Section m).
 - c. Unsatisfactory: Use of this rating requires written documentation and implementation of a Performance Development Plan (See Section m).
2. **Rating Scale for Overall Performance**

- a. Satisfactory
- b. Needs Improvement: This rating is used only when the performance of an annual contract employee needs improvement for one or more of the assessment criteria following the implementation of a Performance Development Plan (See Section m). For purposes of reemployment of first or second year annual contract employees or for recommendation of an employee for Professional Services Contract only, a Needs Improvement rating shall have the same effect as a Satisfactory rating.

- c. Unsatisfactory - Decision rule:

This rating is used only when the performance of the employee remains at an unsatisfactory level for one or more of the assessment criteria following the implementation of a Performance Development Plan (See Section m). The principal notifies the Office of Professional Standards when this rating is used.

1. Professional Educator Development:

- 1. This component provides instructional personnel opportunities to work individually or participate as a member of a team and focus on the improvement of instructional practices and school improvement. Appendix I contains more information on this component.
- 2. This component is available to employees assigned to either a professional services contract or a continuing contract. Employees contract. Employees may elect to participate in the activities described below.

- a. Work individually or together to devise a plan that includes:
 - objectives directed at school improvement consistent with the school's strategic plan,
 - objectives directed at the development of team members,
 - development or improvement of advanced pedagogical skills,
 - strategies for addressing each objective,
 - a timeline, and
 - a description of final product(s).

- b. Coordinate their activities
- c. Meet individually or as a team with the principal or designee at least three times.
- d. Create a final product consistent with objectives.

m. Performance Development Plans

1. When a rating of Needs Improvement or Unsatisfactory is used, a Performance Development Plan is developed by the principal in collaboration with the employee. A copy of this plan is contained in Appendix I.
2. Use and implementation of this plan requires
 - a. identification of deficiencies.
 - b. definition of strategies for improvement
 - c. definition of an assistance timeline,
 - d. definition of expected outcomes,
 - e. definition of possible consequences for failure to remediate,
 - f. multiple formal observations and conferences,
 - g. completion of assistance activities, and
 - h. documentation.
3. These plans should be implemented during the first semester whenever possible.
4. When the overall performance of an employee is determined to be **Unsatisfactory** on the final assessment, the Office for Professional Standards is notified.

n. Use of Data

Assessment data are used to develop ratings which are recorded on the assessment form. The forms become part of the employee's personnel file. Data are used in decision-making for personnel selection, training, promotion, placement, and other matters consistent with School Board policy.

o. Sequence of IPAS Events

The flow charts in Appendix I illustrates the sequence of IPAS events for annual contract employees and two categories of continuing contract

employees. In addition an illustration of events for an employee on prescription is included. **These are included for illustrative purposes only and do not supersede any procedures defined in this Article.**

p. Parental Input

Within thirty (30) days after the start of each school year, parents shall be notified in writing by each school administration of their right to provide input into employee performance assessments when appropriate in accordance with F.S. 1012.34.

q. Performance Based Pay

1. In compliance with Florida Statutes, the parties have agreed to implement a performance based pay program for instructional personnel. This program shall allow instructional personnel who demonstrate outstanding performance as defined by statute to earn a monetary supplement in addition to their individual, negotiated salary.
2. In order to be eligible for this supplement, employees must have earned satisfactory performance ratings for their most recent three years, as well as the current year. In addition to employment in the District, the parties shall recognize employment experience from outside the District for which it has granted employee experience credit. It shall be the employee's responsibility to provide documentation verifying satisfactory performance ratings not earned within the District.
3. Employees desiring to participate in this process shall be assigned to one of two tracks. Assignment shall be based on the employee's work assignment and/or eligibility to participate in the National Board Certification process. Employees eligible and assigned to a position where it is feasible to participate in the National Board process shall be required to do so. The IPAS Committee shall make final determination of track assignment.
4. Upon attainment of National Board Certification successful candidates shall receive the negotiated supplement (see Appendix F) for as long as they hold their certification and continue to earn satisfactory annual assessment ratings. Employees forfeiting said supplement due to unsatisfactory annual assessment shall regain eligibility upon receiving a satisfactory rating. Payment of the supplement shall resume at the beginning of the following year providing the employee meets eligibility requirements.
5. Employees currently holding National Board Certification shall receive the supplement, prorated equally over each pay period. Employees earning certification for the first time during the 2002-2003 school year and thereafter shall receive said supplement prorated equally over each remaining pay period as well as a single payment retroactive to the start of the employees' work calendar covering all prior pay periods.

6. Employees not eligible to participate in the National Board Certification Process (currently including but not limited to school social workers, psychologists, occupational and physical therapists, speech language pathologists, adult education teachers, guidance and family counselors, and health teachers) shall be eligible to participate in an alternative program, the Broward County Recognition Program (BCRP). Said program, similar in format to the National Board Certification process, includes portfolio documentation with artifacts, videotaping of job performance, as well as written work samples. Successful candidates participating in BCRP shall receive the negotiated supplement (see Appendix F) for three consecutive years and may be renewed in subsequent years so long as they continue to earn satisfactory annual assessment ratings. Employees forfeiting said supplement due to unsatisfactory annual assessment shall become eligible for and receive payment upon satisfactorily fulfilling the terms of the professional development plan resulting from the unsatisfactory rating and receiving a satisfactory rating. Participation in the BCRP process requires an application fee of \$60.
7. A panel comprised of National Board Certified teachers and/or other appropriately trained peers shall evaluate candidate's submissions. Assessments shall be based on a scored scale. Employees serving on the panel shall be paid at their hourly rate for all such work beyond their regular workday.
8. At the conclusion of the first year of the program, the parties agree that the IPAS Committee shall evaluate the panel's effectiveness and report its findings to the CAC. The CAC shall review the findings and decide if the composition of the panel should be changed or remain the same. The parties agree to negotiate the minimum supplement for the Broward County Recognition Program at the conclusion of the first year. The parties shall consider the success rate of the local applicants compared to that of applicants for the NBPTS certification in Broward County as a factor for any such agreement.
9. A subcommittee of the IPAS Committee is currently establishing the BCRP procedures. The IPAS Committee is authorized to establish necessary procedures and to recommend contract modifications to the CAC. The CAC is authorized to modify the Collective Bargaining Agreement to include appropriate procedures.
10. If the statute requiring a supplement for outstanding teachers is no longer in effect, the parties agree to make the program contained in this section a subject of negotiations.

ARTICLE NINETEEN

PROFESSIONAL COMPENSATION

- A. **Salary Schedule:** The basic salaries of employees shall be as set forth in Appendix E, which is attached to and incorporated in this Agreement for the full number of workdays in accordance with Article Twenty-Seven. The parties will form a committee to study the feasibility of developing a knowledge based salary schedule to reward training and degree achievement and the feasibility of offering incentives for teachers to transfer to low-performing schools. Committee recommendations shall be submitted to the Contract Administration Committee for preliminary approval. Modifications to the salary schedule and/or supplementary pay schedule shall be ratified and adopted by both parties prior to implementation.
- B. **Military Service:** Full credit (up to four [4] years) will be allowed for military service if under contract at the time of induction. Any employee previously granted more than four (4) years of credit for such service shall continue to receive such credit as previously granted if under contract at the time of induction. Up to an additional four (4) years of credit may be granted provided such additional years of service is related to educational responsibilities.
- C. **Stipends:** Bargaining unit members may qualify for stipends for advanced degrees which are "in-field." Employees who held out-of-field stipends on the date of contract ratification by the BTU for the 1994-95 school year shall be allowed to continue to receive said stipends until they leave the employment of the District.
- D. **Salary Adjustments:** Verification of the completion of course requirements for adjustment to a higher salary level must be received by the Division of Human Resources not later than November 1st, first semester and not later than April 1st, second semester. Salary adjustments to the verified higher rate will not be made if received after such dates.
- E. **Credit for Teaching Experience:** Effective July 1, 2002, pursuant to Florida State Statute all newly hired eligible employees shall receive experience credit for all previous teaching experience in the State of Florida or other teaching experience in a school district accredited by a recognized accrediting agency. No credit in excess of that authorized by the salary schedule shall be given, although no such credit previously granted by the Board will be retracted.

Verification of previous employment must be received by the Division of Human Resources not later than four (4) months from the beginning date of employment in any school year to be effective during that school year. Individuals employed within the last four (4) months of the school year must furnish verification prior to the issuance of their last check. All final checks will reflect only verified experience. Verified remunerated teaching experience under contract, or its equivalent, for one (1) day more than half the contract calendar will constitute a year of experience for this schedule.

Substitute Status Changed to Full Time Employee: An employee who served as a substitute employee in the same position to which the employee is later appointed by the Board,

and where such substitute service immediately precedes such appointment, shall be paid retroactively at the employee's contracted salary rate for such substitute service. Retroactive pay shall include paid holidays and accrual of sick leave days. Days worked in such substitute status shall count toward seniority and toward experience credit. The Contract Administration Committee shall discuss a process to review the termination of probationary employees.

F. **Supplementary pay positions:** shall be those as set forth in Appendix F, which is attached to and incorporated in this Agreement. Employees assigned to such positions shall be paid in accordance with said Appendix and all other provisions of this Agreement. The seven and one-half (7 1/2) hour day shall apply to the basic salary schedule only. Employees drawing supplemental pay or pay higher than the basic schedule may be assigned hours beyond the basic seven and one-half (7 1/2) hour day when such assignment is in the work area for which the supplement is paid.

1. Appendix F of this contract provides for supplements for department heads at high schools. ~~—Effective with the commencement of the 1994-95 school year,~~ Department heads employed at the District's three (3) vocational centers shall have their supplement pro-rated over 242 work days or over the payroll selection option made annually.

2. **Qualifications:** To receive the supplements for department head or team leader, a bargaining unit employee must meet the minimum requirements contained in the affected job descriptions. However, an employee may receive the full supplement and not meet one (1) or more at the minimum job qualifications if:

- a. The member(s) of the team/department who meet all the qualifications decline to run or accept the nomination to the position.
- b. No one in the team/department meets the minimum job qualifications.

G. **Salary/Hourly Rate:**

1. The salary of any employee employed in excess of the 196 day work year shall be computed at a daily rate of 1/196 of the employee's basic annual contracted salary times the number of days employed. The salary of an employee in summer school shall be computed on an hourly rate based on 1/196 of the employee's regular annual contracted salary divided by 7.5 times the number of hours worked. One fourth (1/4) hour of planning time on campus with pay shall be counted per hour of student contact time in computing the total hours worked per day, provided that no employee shall be assigned fewer than two (2) hours of student contact time.

Exceptions may be made for participation in Board-approved local, state or federal projects or programs on a voluntary basis beyond the normal

workday or calendar. Employees who volunteer to work programs beyond the workday/workyear shall be informed in writing of the compensation, duration of the program, proposed pay date, prior to the beginning of the assignment. Such employees may not grieve the level of compensation provided that said compensation is the amount stated in the notice signed by the employee.

2. **Extra Pay:** Employees receiving extra pay for agreeing to teach an extra period above and beyond a regular teaching load, e.g. teaching a sixth period in a high school, teaching an extra period in a high school with block scheduling, etc., shall receive said payment for all work days including planning days, early release days, field trips on workdays, approved TDA's, etc. A teacher absent without leave shall not receive said pay. Said teacher who is on sick leave will be paid for all the hours in his/her regularly scheduled day. An employee's sick leave balance shall be reduced by an amount that reflects the employee's regularly scheduled day. A one day reduction shall not exceed the monthly accrual rate. Employees hired to teach for the District's virtual school for less than full time shall be compensated at their hourly rate and treated in a manner consistent with those teachers teaching an extra period above and beyond a regular teaching load.

- H. **Special Program Experience:** Recognized programs including Peace Corps, VISTA, shall be uniformly accepted in lieu of teaching experience if related to the assigned position provided, except for Peace Corps and VISTA experience, that at least one (1) year of contract teaching experience can also be verified at the time of employment.

Other Experience for Credit:

1. Employees hired after June 30, 2003 including but not limited to those with alternate certificates teaching three (3) or more hours of a subject in which they have had directly related work experience will be granted experience credit on the salary schedule in Appendix E for each year of verified experience not to exceed the maximum allowed in Section E above.
 2. Employees hired after June 30, 2003, other than classroom teachers, (Speech therapists, physical therapists, clinical social workers and family counselors) with no previous teaching experience will be granted, experience credit on the salary schedule in Appendix E, for each year of verified directly related work experience credit.
 3. There shall be no reduction in experience credit previously granted as a result of the implementation of the above provisions.
- I. **Mileage/Parking/Tolls Reimbursement:** Any employee required to own or have continuing access to an automobile in order properly to perform assigned duties shall be provided expense reimbursement at the rate specified by the Legislature, but no lower than that specified in Board Policy, for business travel or mileage. All adjustments approved by the Legislature or the Board shall be passed along to teachers on the effective date specified in the affected legislation

or by the Board. The actual cost of tolls and parking when on district business shall also be reimbursed by the Board.

- J. **Travel Reimbursement:** Any employee traveling on school district business, other than as provided in Section H above, shall be reimbursed in accordance with Board policy on travel and per diem expenses.
- K. **Special Activities:** Each elementary school art or music teacher who accept assignments to work with students beyond the normal work hours without a supplement for the activity (art fair, musical performances, etc.) shall be compensated at the rate of \$75 per assignment up to a maximum of three (3) programs per year. Employees in vocal or instrumental music assignments shall have the right to accept or reject requests for performance by musical groups to which they are assigned beyond the hours provided for supplemental pay. Employees who apply for a task assignment supplement for such performances in lieu of the above compensation shall receive the supplement only if the activities specified in the announcement of the supplement are provided; otherwise, the employee shall receive compensation as stipulated above.
- L. **Admission to Athletic Events:** Employees shall be admitted, without charge, to any school sponsored athletic event. The provision shall not apply to state athletic playoff events. The employee will provide some form of identification that verifies their school board employment to gain admission. This shall apply to employees only.
- M. **Voluntary Participation:** Employee participation in extra-curricular activities or in extra-duty assignments shall be strictly voluntary.
- N. **Salary Payments:** Salaries for employees shall be paid in ~~twenty-four (24)~~ equal payments on every other Friday of each month during the school year or the last teaching day prior to the scheduled Friday. ~~Beginning with the last paycheck in May, and continuing until the last workday of the contract, additional payments will be included so that by the last working day the full contract will be paid. Summer school term shall include three (3) paychecks issued throughout the term. If the summer term starts in June, the first paycheck will be paid on June 30.~~ The Superintendent and the BTU may, by mutual agreement, modify the dates contained in this section.

~~The parties agree to develop procedures to implement pay schedule options for employees on varying calendars and for uniform payroll deductions and to study a simplified pay check stub. The parties authorize the inclusion of such provisions in this agreement when approved by both parties.~~

Effective in the 2005-2006 school year, employees shall select one of the following salary payment options:

1. ~~Bi-weekly payments of equal amounts throughout the entire fiscal year (12 months), including the summer months. Employees choosing this option~~

~~shall be paid via direct deposit into the employee's bank, savings and loan institution, or credit union account.~~

Year-round pay: The employee's salary shall be paid in bi-weekly payments of equal amounts based upon the employee's base scheduled salary throughout the entire fiscal year (12 months), including the summer months. Employees selecting this option shall have an amount deducted from their bi-weekly paycheck to cover the summer paychecks. Employees choosing this option shall be paid via direct deposit into the employee's bank, savings and loan institution, or credit union account.

OR

2. ~~Bi weekly payments of equal amounts throughout the school calendar year (approximately 10 months or 196 days). Under this plan, the employee's contract will be paid in full by the conclusion of his/her calendar.~~

~~Employees shall be eligible to change options once annually prior to the beginning of the fiscal year. Employees will not be allowed to change options during the course of a fiscal year.~~

~~The parties agree to implement a campaign informing and educating employees about the payroll options prior to May 1, 2005.~~

Contractual pay (No summer paychecks): The employee's salary shall be paid in bi-weekly payments of equal amounts throughout the contractual year. Under this plan, the employee's salary will be paid in full by the conclusion of his/her calendar and the employee shall not receive summer pay checks.

OR

3. **Summer Savings Account:** The employee's salary shall be paid in bi-weekly payments of equal amounts throughout the contractual year. Under this plan, the employee's contract will be paid in full by the conclusion of his/her calendar. The employee will have the option to open a summer savings account at the financial institution of his/her choice and may opt to have the deduction amount of his/her choice paid into the summer savings account.
4. Employees shall be eligible to change options once annually prior to the beginning of each fiscal year. Employees will not be allowed to change options during the course of a fiscal year. Employees hired to work after the annual option selection period or who fail to select the year-round paycheck option shall have the summer savings option available at any time throughout the fiscal year. For the first year of this program, new hires shall be assigned to option 2 or 3 above. These employees shall be eligible to select any available payroll option for the following year.
5. The parties agree to review the changes in the payroll program during the course of the 2005-2006 fiscal year and propose modifications as

necessary in contract language to improve its efficiency and customer friendliness. This review shall be initiated no later than October 31, 2005 and concluded no later than January 13, 2006. Such changes as agreed to and approved by both parties shall be authorized for implementation for the 2006-2007 school year. Topics for consideration shall include, but not be limited to, options for new employees, deductions for union dues and other contributions, variance from equal pay amounts for the first and last paychecks of a fiscal year, the schedule for issuing paychecks, direct deposit limitations and requirements, payroll cards, and procedures for current and new employee selection of payroll options. In addition, the review shall study the income anticipated to be produced for the District from the money retained to pay teachers year-round during 2005-2006 and subsequent school years with the intention of returning such income to the benefit of employees.

6. It is the intent of the parties to make applicable salary adjustments for employees within a time period not to exceed forty-five (45) days from the date of Board approval.
- O. **Direct Deposit:** Employees shall be able to directly deposit their paychecks to any bank or savings and loan institution or credit union accepting such services. For the 2005-2006 fiscal year, direct deposits shall be deposited in no more than two financial institutions. The District shall not withdraw funds from any of the above institutions on or after the effective date of a paycheck without the express written consent of the employee. (Note: Even though the withdrawal will be made prior to the effective date of the paycheck, an employee's bank statement may reflect such transaction occurring on the effective date of the paycheck.) If funds are withdrawn prior to the effective date of the check, the employee will be notified in writing of the actual amount of the deposit if the amount is different from that printed on the remuneration statement on the effective date of the paycheck. The employee will be notified of the reasons for the adjustment within three (3) working days of the effective date of the paycheck.
- P. **Employee Absences:** Deductions for personnel during the regular school term for daily absences not covered by provisions of this Agreement shall be made at the rate of 1/196 of the annual contractual salary per day except for those employees who have a greater than or less than 196 day contract year.
- Q. **Errors In Paycheck**
1. **Underpayment** - In the event of a change which results in an underpayment to an employee, the employee shall be properly compensated on or before the next possible paycheck following discovery of the error. The District shall provide the employee with specific written explanation for the underpayment through the Payroll Contact Person at the employee's location.
 2. **Overpayment \$50 \$100 or less** - If an employee has been overpaid by \$50 ~~\$100~~ or less, a corrective adjustment shall be made automatically in the affected employee's next paycheck. The employee shall be notified by their location payroll contact person prior to said adjustment and the deduction will be reflected on the employee's pay stub as an

adjustment. The District shall provide the employee with specific written explanation for the overpayment through the Payroll Contact Person at the employee's location.

3. **Overpayment Greater than ~~\$50~~ \$100 (except for former employees):**

- a. The School Board may collect overpayments not to exceed two (2) years in duration from the date that the administration mails the notification of overpayment letter to the affected employee. For example, if an employee was overpaid for the last five years, the Board can only recover the most recent two years of the overpayment.
- b. The Payroll Department shall notify the affected employee via a Notice of Salary Adjustment Form that an overpayment in excess of ~~\$50~~ \$100 has occurred. The form will contain two payback options for the employee's ~~consideration~~ from which the employee may select as well as specific written explanation for the overpayment. If the employee finds one of the options acceptable, he/she shall complete the form and return it to the Payroll Department.
- c. If the employee does not find either of the options mentioned in subsection a (b) above acceptable, he/she will check the box on the form requesting a meeting with the Payroll Department and return the signed form.
- d. If the affected employee requests the meeting referenced in subsection b above or does not return the signed form within five (5) workdays of receipt thereof, the Payroll Department shall set-up a meeting with the affected employee for the purpose of determining how the overpayment will be recouped. The employee is entitled to be accompanied by a representative of his/her choice.
- e. Overpayments should be recouped in the ~~fiscal~~ calendar year in which it was discovered. However, if the financial burden in doing so would be excessive, the Superintendent may extend the repayment plan into the next fiscal year except for employees who are leaving the school system or are on a year long unpaid leave of absence.
- f. If the Payroll Department and the affected employee cannot reach an agreement on a payback schedule during the meeting referenced in subsection c above, the Superintendent will determine the payback schedule and the amount of dollars per paycheck and notify the employee by certified mail prior to the first paycheck reduction.* The number of payments in the pay back schedule shall not be less than the following:

~~\$0-\$50.00~~ \$1-\$100.00 1 Payment

~~\$50.01~~ \$100.01- \$500.00 4 Payments

\$500.01 - \$1,000.00 8 Payments

\$1,000.01 - \$1,800.00 12 Payments

For amounts above \$1,800.00 no payment shall exceed \$200.00 per paycheck

*If the affected employee is on an unpaid leave of absence, the payback will involve direct payment from the employee to the Board.

R. **Voluntary Inservice/Stipend Rate:**

1. Bargaining unit members who attended and/or will attend District sponsored inservice workshops (including ESOL) during non-work hours shall receive compensation at the rate of fifteen dollars (\$15) per hour if the federal government or the state legislature makes available a specific funding source. Funding sources must be specific and clearly indicate that the funds are to be spent on a designated program such as the Summer Institute. Funding sources may be listed in such locations as a federal grant, the State Appropriation Act or the School Board's budget.
2. Employees who provide District sponsored in-service workshops as trainers outside normal working hours (evenings and/or weekends) shall receive compensation at their hourly rate for all time spent in training and preparation for such training. Preparation time shall be provided at one-half the actual training time for employees providing a program for the first time and one-third of the program time for subsequent presentations of the same training program. Employees who are task assigned to a District Department may occasionally volunteer to flex their schedules to provide District in-service training programs outside normal working hours.

S. **Aggregate Method of Computing Taxes:** The Board agrees to use the I.R.S. approved aggregate method of computing taxes on negotiated salary increases and one-time payments provided the I.R.S. allows this methodology at the time raises are paid.

T. **Cell Phone Reimbursement:** The Board agrees to reimburse itinerant employees up to ten (\$10) dollars per month for the use of a cellular phone for job related purposes. Reimbursement will be based on the percentage of business calls and/or the cost to the employee. To qualify for reimbursement, employees shall provide applicable documentation. ~~The parties agree to survey employees regarding cellular phone usage no later than February 1, 2004 or four (4) months after the ratification of the contract, whichever is later, and thereafter to reopen negotiations on providing those employees whose business usage justifies the expense with a cellular phone. The parties agree to study the feasibility of providing cell phones or eliminating required documentation in order to reduce the paperwork burden on employees.~~

U. **School Assignments:** School age children of an employee, including those of which they have legal guardianship, shall be eligible to attend school at the employee's work location or any other appropriate school within the employee's

school zone with the exception of other schools within the zone at the same level to which an employee is assigned. For example, an employee assigned to a middle school in a zone cannot register a school age dependent at another middle school within the same zone under the provisions of this agreement. Employees choosing to send eligible children to schools other than their home schools shall provide transportation to and from school providing that regular school bus transportation is not available for that school in the area in which the child lives. Children of employees must meet all requirements prior to acceptance into any special program.

- V. **Before and After-School Care:** The Contract Administration Committee shall request a study of the feasibility and cost of providing before or after care for the school age children of employees in existing District programs. The resulting report shall be presented to the School Board for consideration.

ARTICLE TWENTY

PROMOTIONAL AND SUPPLEMENTARY PAY OPENINGS

- A. **Posting of Positions:** Notice of any opening for a promotional position shall be posted in all schools and departments by the Division of Human Resources.
- B. **Notice of Openings:** Notice of any opening for a bargaining unit supplementary pay position shall be posted in the school in which the opening occurs if the position is open only to employees in that school. If the supplementary position is opened to personnel outside the school, the position shall be advertised in all schools and departments. All qualifications being essentially equal, preference in making supplementary appointments shall be given to applicants within the district.
- C. **Content of the Notices:** The notices of openings required by this Article shall include the school, where applicable, in which the opening will occur, the title of the position, effective date of the opening, qualifications, information concerning the securing of and deadline for filing of the application, and the person with whom the applicant is to be filed. All such notices shall be posted at least seven (7) workdays before the deadline for filing applications. During the summer months when the regular school calendar is not in operation or on an emergency basis during the regular school year, a vacant position may be filled on a temporary basis until the procedures of this Article can be followed.
- D. **Qualified Employee:** The applicant must be qualified for the position. Any eligible and qualified employee may apply for the

position described in this Article, and all applicants will be given due consideration.

- E. **Application Form:** The applicant can secure application forms from the principal's office or from the Personnel office. The application shall be filed with the appropriate administrator.
- F. **Qualifications:** A qualified applicant for any bargaining unit supplementary pay position will be accepted before any qualified non-applicant may be assigned to accept the position. If qualifications are essentially equal, preference in making appointments to supplementary pay positions shall be given to employees with seniority. All supplementary pay positions shall be annually vacated.
- G. **Preference of Applicants:** All qualifications being essentially equal, preference in making promotional appointments shall be given to applicants from within the district.
- H. **Written Notice of Status:** All applicants for positions described in this Article shall receive written notice of the disposition of their applications promptly up filling of the position involved. All notices required in Section A above shall be made available to the BTU.

ARTICLE TWENTY-ONE

ACHIEVEMENT INCENTIVE PAY

- A. **Basic Incentive Award**
 - 1. Any employee holding continuing contract and a Rank III (Bachelor's Degree or equivalent) or Rank II (Master's Degree or equivalent) certificate is eligible for the Basic Incentive Award.
 - 2. A minimum of fifteen (15) semester hours, earned after the date of the last degree, will be required to receive the Basic Incentive Award. A minimum of twelve (12) of the fifteen (15) hours must be in the teaching field and/or related subjects in order to earn an in-field Basic Incentive stipend.
 - 3. Courses which are acceptable for the professional and for the specialization areas of certificate requirements are acceptable for the Basic Incentive Award Program.
 - 4. All hours shall have been earned within ten (10) years prior to the awarding of the Basic Incentive Award.

5. Applications must be submitted to the Division of Human Resources by September 15th and supporting grade reports or transcripts must be received by October 1st.
6. Inservice programs will be recommended by the Superintendent and approved by the Board.
7. When an employee transfers to a different subject area teaching assignment, the award is subject to review.
8. Personnel will review applications, which have been disapproved, when requested in writing by the applicant.

B. Advanced Incentive Award

1. An employee holding a Continuing Contract and a Rank II (Master's Degree or equivalent) and ten (10) years of Florida service and holds the original fifteen (15) hour Basic Incentive Award or is eligible simultaneously for both awards is eligible for the Advanced Incentive Award.
2. A minimum of fifteen (15) semester hours, earned after the date of last degree, beyond what was required for the Basic Incentive Award will be required to receive the Advanced Incentive Award. A minimum of twelve (12) of the fifteen (15) hours must be in the teaching field and/or related subjects in order to earn the in-field Basic Incentive stipend.
3. Junior, senior or graduate level courses, which are acceptable for the professional and for the specialization areas of certification requirements are acceptable for the Advanced Incentive Award.
4. All hours shall have been earned within ten (10) years prior to the awarding of the Advanced Incentive Award.
5. Inservice progress may be used for Advanced Incentive Awards if approved by the Board.
6. When an employee transfers to a different subject area teaching assignment, the award is subject to review.
7. Personnel will review applications which have been disapproved, when requested in writing by the applicant.
8. Applications must be submitted to the Division of Human Resources by September 15th and supporting grade reports or transcripts must be received by October 1st.
9. An application is required for all employees even though it may be incomplete as to course work.

10. Work must be completed by the opening day of school for employees.

C. **Sabbatical Leave:**

Critical Shortage Area: Employees who are granted a sabbatical leave for the purpose of pursuing a plan leading to certification in an area in which a shortage of employees is developing, shall receive seventy-five percent (75%) of their base salary while on said sabbatical leave.

To qualify for this section, an employee must meet all of the criteria and is subject to all of the procedures contained in Article Twenty-Three, Section D. A maximum of thirty (30) sabbaticals per year shall be reserved for this critical shortage area. In addition, employees who are granted a sabbatical leave pursuant to this section shall agree in writing to teach in the district for three (3) years after returning from said leave.

D. **Continuity of Classroom Instruction:** To encourage and reward employees who assist in maintaining continuity of classroom instruction through good job attendance, the parties agree to the following incentive award:

1. Employees who utilize two (2) sick leave days or less each school year shall upon request receive payment for the number of sick leave days earned in said school year. For example, if a teacher is absent for sick leave purposes two (2) times during the 1995-96 school year, he/she may receive payment for eight (8) days of sick leave, provided the employee worked the full school year.* The following procedures apply to the payment of sick leave under this section.
 - (a) An employee must have a minimum of twenty-five (25) days of accumulated sick leave remaining after the payment for unused sick leave under this section.
 - (b) The payment of this incentive shall be paid to eligible employees no later than October 31st of the school year following the school year in which the employee qualified for the incentive pay.
 - (c) For purposes of this section, sick leave shall be defined pursuant to all sections of F.S. 1012.61.
 - (d) Days for which such award payment is received shall be deducted from the accumulated leave balance.
- (e) Number of eligible days times the affected employee's daily rate of base pay times eighty percent (80%).
 - (f) The application of this section commences with the 1983-84 school year. Employees may not receive this award for sick leave earned prior to said school year.

ARTICLE TWENTY-TWO

INSURANCE

- A. **Coverage:** The Board shall provide, without cost to each employee, Group Term Life Insurance equal to one and one-quarter (1 1/4) times the employee's annual salary, rounded to the next higher multiple of one thousand dollars (\$1,000), subject to a minimum of seven thousand dollars (\$7,000) and a maximum of fifty thousand dollars (\$50,000). The employee shall have the option of purchasing at their own expense through payroll deduction, an additional amount of "group term" life insurance equal to that provided by the Board.

Each employee shall have the option, at the employee's expense, through payroll deduction, to pre-convert the Group Term Life Insurance to ordinary life insurance prior to retirement or termination of employment. Each employee may also, at the employee's expense through payroll deduction, purchase additional amounts of insurance for the employee, the employee's spouse, and/or the employee's dependent children.

- B. 1. **Premium Amount:** The Board shall pay the following premiums for individual employees health and dental insurance for the life of this contract:

The premiums paid by the Board shall be to provide employees' elected group health insurance plan (~~Board~~ Humana/VISTA PPO plan or the Humana/VISTA HMO option or the Humana Consumer Driven Plan) plus a maximum of \$10.80 per month toward dental insurance in accordance with the term and schedule of benefits in effect. The parties agree that the current insurance vendors may be deleted or new vendors added as providers as a result of future RFP health insurance awards.

- a. The Board agrees to pay 100% of the health insurance premiums for HMO and Consumer Driven Plan coverage for the individual employee for the term of this agreement. During its meetings in the 2005-2006 school year, the Superintendent's Insurance Advisory Committee shall consider modifications to insurance plans that would provide a health savings account for the 2007 insurance year.

	Through December 2004		January 2005 December 2005	
	<i>High</i>	<i>Low</i>	<i>High</i>	<i>Low</i>
VISTA	\$289.82	\$266.54	\$344.06	\$314.43
Humana	\$311.58	\$289.76	\$340.43	\$316.59
Humana Consumer Driven	\$294.40			\$321.66

- b. ~~During the 2004 calendar year, the Board agrees to pay 90% of the health insurance premiums for individual employees for PPO~~

~~coverage and the employee shall pay 10% of said individual PPO coverage.~~

~~January 2004 – December 2004~~

**~~VISTA Total Premium (High) — \$579.81 — Board
Contribution — \$521.83~~**

~~Employee Contribution — \$57.98~~

**~~VISTA Total Premium (Low) — \$538.51 — Board
Contribution — \$484.66~~**

~~Employee Contribution — \$53.85~~

**~~Humana Total Premium — \$577.00 — Board
Contribution — \$519.30~~**

~~Employee Contribution — \$57.70~~

~~eb. During the 2005 Open Enrollment, a \$4,000 one-time incentive will be paid by the Board to those employees moving from a PPO in 2004 to an HMO or Consumer Driven Plan in 2005 or who opt out of health insurance coverage in 2005. (Any employee that was not enrolled in the PPO during the 2003 calendar year will not be eligible to receive the \$4,000 incentive.) The incentive shall be paid monthly at a rate of \$2,000 per year for two (2) years subject to applicable taxes. Those employees receiving the incentive will not be allowed to re-enroll in a PPO plan until the 2007 Open Enrollment.~~

~~d. During the 2005 calendar year, the Board agrees to pay 85% of the health insurance premiums for individual employees for PPO coverage and the employee shall pay 15% of said individual PPO coverage.~~

~~January 2005 – December 2005~~

**~~VISTA Total Premium (High) — \$689.32 — Board
Contribution — \$585.92~~**

~~Employee Contribution — \$103.40~~

~~VISTA Total Premium (Low) — \$616.14 — Board~~
~~Contribution — \$523.72~~

~~Employee Contribution — \$92.42~~

~~Humana Total Premium — \$630.43 — Board~~
~~Contribution — \$535.87~~

~~Employee Contribution — \$94.56~~

~~ec.~~ During the 2006 calendar year, ~~t~~ The Board agrees to implement a straight leveling model for the payment of health insurance premiums.

1. The Board's contribution for the straight leveling model will be determined by dividing the Board's 2006 estimated cost for the following year (as established by responses to RFP's received from insurance vendors in 2005 the current year) by the number of all school board employees (excluding dependents) enrolled in one of the Board's health insurance plans during the 2006 current calendar year.

2. If the monthly premium cost for health insurance coverage elected by an employee is less than the amount of the School Board's straight leveling contribution amount, the difference will be deposited into a cafeteria plan for the benefit of that employee.

The employee shall be responsible for paying any monthly premium cost above the Board's straight leveling contribution based upon the PPO coverage selected by the employee. This does not include employees on HMO and consumer driven coverages.

~~fd.~~ During the 2004 and 2005 calendar year, ~~t~~ The Board agrees to utilize 50% of the savings received from the increase in cost sharing for PPO coverage to offset dependent coverage in the HMO. The remaining 50% of said savings shall be utilized for employee raises.

2. All new employees shall be enrolled in a Board offered HMO or Consumer Driven Plan for three (3) consecutive insurance plan years.

3. After the Board has entered into a contract (s) with one or more vendors to provide group health insurance to bargaining unit members, during the fixed period of said contract (s) when premiums and benefit levels are established and guaranteed, the parties shall not modify established benefit levels or negotiate alternative benefit levels. However, if said contract(s) has options to renew the contract for one or more years beyond the established/guaranteed period, either party may demand negotiations through the Superintendent or designee to amend benefit levels for the specific purpose of cost containment, (e.g., co-payments,

deductibles, etc.). All profit-sharing funds returned by the health insurance carriers in accordance with the utilization targets delineated in the health insurance agreements with the School Board shall be applied to offset the plan's dependent care coverage for the subsequent year.

4. An employee eligible for health insurance may volunteer to decline such insurance. Said employee shall be required to sign an affidavit indicating other medical coverage. Employees shall be responsible to maintain proof of continuing insurance. Employees choosing not to participate in the School Board of Broward County's health insurance program shall be reimbursed at a rate of seven hundred fifty dollars and no cents (\$750) per year. Said premiums shall be deposited into the employee's cafeteria plan in a manner consistent with the provisions of said plan. The parties mutually agree to discuss the opt-out plan as it pertains to premiums for other coverage.
 5. During the clearance process, new employees shall be informed in writing of the date on which their health insurance becomes effective.
- C. **Disability Insurance:** The Board shall provide without cost to each employee Disability Income Insurance in accordance with terms and benefits in effect January 1, 2001.
- D. **Liability Insurance:** The Board shall provide Liability Insurance at no cost to employees in the amount of five hundred thousand (\$500,000) for each employee in case of suit arising from or in the performance of the employee's duties.
- E. **Annuity Programs:** The Board shall make available to all employees through payroll deduction, tax deferred annuity programs with companies which qualify and are approved under guidelines and criteria established by the Board.
- F. **Indemnity Insurance:** The Board agrees that any savings from experience on the dependent portion of the Board's indemnity insurance plan shall be used in a manner that will benefit dependents covered by the Board's health plan.
- G. **Rate Increase:** Written notice of any rate increase in health and dental insurance for dependents coverage shall be provided to each employee within ten (10) days of the date the increase is made known to the Board.
- H. **Employee Reimbursement:**
1. **Personal Property:** If employees are attacked or assaulted or victim of theft or vandalism in the course of employment, the Board will insure or otherwise reimburse such employees for any loss, damage or destruction of clothing or personal property up to ~~one~~ two hundred fifty dollars (\$150)~~(\$250)~~ per employee per school year upon verification to the principal, unless the employee is otherwise reimbursed.
 2. **Automobile Vandalism:** If an employee's vehicle is damaged as a result of vandalism while on the property of a district school, the employee will be reimbursed for the damage not to exceed five hundred dollars (\$500) when it is determined that the damage was caused on School Board

property. Such determination may be made by either a School Resource Officer, a School Security Specialist, or an SIU investigator (as determined by the Superintendent), witness testimony or apprehension of the person(s) responsible for the damage. Reimbursement to affected individuals shall be in the amount of their automobile insurance deductible, not to exceed the maximum reimbursement of five hundred dollars (\$500).

3. Any individual submitting a fraudulent claim under this provision shall be subject to disciplinary action up to and including termination. The Board's maximum liability under this section is fifty thousand dollars (\$50,000) per school year ~~for the 2004-2005 school year.~~
- I. **Group Insurance Program:** Employees with a minimum of ten (10) years service with the Board retiring prior to Medicare eligibility may elect to remain in the Group Insurance Program until eligible for Medicare; rates applicable to the entire group; the cost of such insurance shall be borne by the retiree, except that the Board shall provide without charge for the collection and remittance of premiums for such insurance. Applications must be submitted within thirty (30) days of retirement.
- J. **Cafeteria Insurance Program:** The Board agrees to provide a cafeteria insurance program to all bargaining unit members including those on Board-approved paid leaves. Members on unpaid Board-approved leave are not eligible to participate in the program. The following criteria shall apply to the granting of cafeteria insurance benefits:

 1. The Board will provide twenty-five dollars (\$25) per month not to exceed three hundred dollars (\$300) per employee per school year. Employees hired after the commencement of the school year, shall receive twenty-five dollars (\$25) per month for each full month of employment.
 2. The specific benefit components of the cafeteria program shall be contained in a booklet, which shall be distributed to all eligible unit members.
- K. The parties agree to eliminate enrollment in the fourth tier dependent rate which is identified in insurance documents as the "children (both spouses School Board employees employed in the same plan)" effective at the conclusion of the open enrollment period (November, 1994) for the 1995 insurance plan year. Employees enrolled in the fourth tier prior to the date indicated above may remain in this tier until the time their employment with the School Board ends. Once all of the affected employees have left the employment of the Board, the fourth tier shall be eliminated.

ARTICLE TWENTY-THREE

LEAVES

A. **Sick Leave:**

Any employee employed on a full-time basis who is unable to perform his/her duty in the school because of illness, or because of illness or death of father, mother, sister, brother, husband, wife, child, other close relative, or member of his/her own household and consequently has to be absent from his/her work, shall be granted leave of absence for sickness by the Superintendent, or by someone designated in writing by him/her to do so. The following provisions shall govern sick leave:

1. **Accrual:** Each employee on a full-time basis shall be entitled to four (4) days of sick leave as of the first day of employment of each contract year, and shall thereafter earn one (1) day of sick leave for each month of employment, which shall be credited to the employee at the end of that month, and which shall not be used prior to the time it is earned and credited to the employee. However, the employee shall be entitled to earn no more than one (1) day of sick leave times the number of months of employment during the year of employment. When an employee uses a sick leave day, it shall be paid at the affected employee's daily rate of pay at the time the day is utilized. Also, when an employee uses a sick leave day, those days are earned at a lower rate of pay and shall be deducted before sick days having a higher value. Such leave shall be taken only when necessary because of sickness as herein prescribed. Such sick leave shall be cumulative from year to year. There shall be no limit on the number of days of sick leave an employee may accrue, except that at least one half of this cumulative leave must be established within the district.

Sick leave accumulated in another Florida district or districts: by an employee shall be accrued to the employee at a rate equal to the number of sick leave days allowed the employee during each year of employment in this district until such time as all sick leave accumulated in other Florida districts has been transferred to the district.

Such transferred sick leave days shall be in addition to sick leave days to which the employee is entitled from this school district. Employees who are to be temporarily absent from school for any reason shall, if possible, notify the principal or his/her designee at least two (2) hours prior to school opening.

2. **Personal Reasons:** Employees shall be granted up to six (6) days each school year for personal reasons. However, such absences for personal reasons shall be charged only to accrued sick leave, and leave for personal reasons shall be non-cumulative. Employees shall not be required to give reasons for personal leave, except that the leave is for "personal reasons."

- (a) Personal reasons leave shall not be granted on the day preceding or following a holiday* nor during the first or last week of

school. The first week of school starts on day one of the 196 day work calendar and the last week of school concludes on the final day of said calendar. *(Notes: A holiday on the official School Board calendar is any date marked as a "holiday" or "day off.")

3. **BEREAVEMENT LEAVE (SICK LEAVE)**

Any employee who suffers the death of an immediate family member shall be granted bereavement leave in the following manner:

- a. If the funeral is to be held within 250 miles of the employee's home – the employee shall be allowed to utilize a maximum of four (4) days of sick leave for bereavement purposes.
- b. If the funeral is to be held more than 250 miles from the employee's home – the employee shall be allowed to utilize a maximum of five (5) days of sick leave for bereavement purposes.
- c. For the purposes of bereavement leave, an immediate family member shall be defined as the spouse, domestic cohabitant, child, stepchild, grandchild, mother, father, sister, brother, parents of domestic cohabitant, mother-in-law, father-in-law, grandmother, grandfather, daughter-in-law, son-in-law, brother-in-law, sister-in-law, domestic cohabitant's sibling(s), grandparents of employee's spouse, grandparents of employee's domestic cohabitant, any other relative, or member of the employee's household. Proof of relationship to the deceased may be required.
- d. The Board may require proof of death, within thirty (30) days after Bereavement Leave is taken. A copy of the newspaper obituary or the funeral card/program for the deceased are examples of acceptable proof of death.
- e. Bereavement leave as outlined above shall not count against the employee's attendance for sick leave buy back purposes provided in Article 21, Section D. Nothing in this section shall be construed to limit an employee's right to use sick leave under provisions of Section A above.

34. **Use of Sick Leave:** An employee shall have the right to use sick leave in one-half day or full-day units, for the purpose of medical or dental appointments.

If an immediate supervisor suspects an abuse of sick leave, he or she shall first investigate the matter and discuss the findings with the affected employee.

An abuse of sick leave is defined as a pattern or series of absences which occur over an extended period of time and on a regular and predictable basis and without adequate justification. For example a regular and predictable basis would be: sick leave being used as soon as earned; absence on only Mondays or Fridays; absences occurring on the days

before or after a holiday period; absences occurring on the day after a payday on a regular basis.

If the investigation sustains that a documented pattern of abuse does exist the employee may be subject to disciplinary action as per Article 18 section B (1).

45. **Terminal Pay:** Any employee at normal retirement or his/her beneficiary if service is terminated by death, shall be provided terminal pay. Such terminal pay shall not exceed an amount determined as follows:

(a) During the first three (3) years of service:

1. The affected employee's daily rate of pay on July 1, 1994, multiplied by 35 percent multiplied by the number of unused sick leave days held on July 1, 1994.
2. The affected employee's daily rate of pay at the time sick leave is earned times 35 percent times the number of days of accumulated sick leave earned after July 1, 1994.

(b) During the fourth (4th) through sixth (6th) years of service:

1. The affected employee's daily rate of pay on July 1, 1994, multiplied by 40 percent multiplied by the number of unused sick leave days held on July 1, 1994.
2. The affected employee's daily rate of pay at the time sick leave* is earned multiplied by 40 percent multiplied by the number of days of accumulated sick leave earned after July 1, 1994.

(c) During the seventh (7th) through ninth (9th) years of service:

1. The affected employee's daily rate of pay on July 1, 1994, multiplied by 45 percent multiplied by the number of unused sick leave days held on July 1, 1994.
2. The affected employee's daily rate of pay at the time sick leave* is earned multiplied by 45 percent multiplied by the number of days of accumulated sick leave earned after July 1, 1994.

(d) During the tenth (10th) through the twelfth (12th) year of service:

1. The affected employee's daily rate of pay on July 1, 1994, multiplied by 50 percent multiplied by the number of unused sick leave days held on July 1, 1994.
2. The affected employee's daily rate of pay at the time sick leave* is earned multiplied by 50 percent multiplied by the

number of days of accumulated sick leave earned after July 1, 1994.

(e) During and after the thirteenth (13th) year of service:

1. The affected employee's daily rate of pay on July 1, 1994, multiplied by the number of unused sick leave days held on July 1, 1994.
2. The affected employee's daily rate of pay at the time sick leave is earned* multiplied by the number of days of accumulated sick leave earned after July 1, 1994.

Employees who are granted an early retirement under the Board's program are eligible to receive the benefits outlined above if the employee meets the criteria contained in this section.

(f) No employee who meets the eligibility requirements listed above may receive any compensation for sick leave payments unless they sign and execute the Payment of Sick Leave Upon Retirement Agreement provided by the Superintendent. This Agreement requires the retiring Board employee to seek, accept, and cash the first retirement benefit check issued by the Florida Retirement System.

The employee must qualify for "normal retirement" which under this policy shall mean retirement under plan A,B,C,D,E under the Florida Retirement System or any other plan established by the Legislature with either full or reduced benefits as provided by law. Normal retirement shall not be interpreted to include disability retirement.

*Note: "At the time sick leave is earned" shall be interpreted to mean the value of sick leave at the end of each school year or at the time the affected employee retires, whichever comes first.

B. **Illness-In-Line-of-Duty:** Any permanent full-time employee shall be entitled to illness-in-line-of-duty leave with pay when he/she has to be absent from his/her duties because of a personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted in school work. Such leave shall be in addition to any other leave to which the employee may be entitled and such leave shall not be cumulative. Each employee shall be entitled to a maximum of thirty-five (35) days of such leave. Paid holidays occurring during such leave shall not be included in the computation of the

number of days with respect to which such leave is applicable, provided that the employee shall be paid for such paid holidays. A substantiating statement by a physician and a corroborating statement of the immediate supervisor may be subject to the grievance procedure.

- C. **Verification of Leave:** An employee shall, before claiming and receiving compensation for the time absent from his/her duties, while absent because of leave as prescribed in A and B, make and file on a Board form by the end of the school month following his/her return from such absence, with the Superintendent or designee, a written certificate which shall set forth the day or days absent, that such absence was necessary and that he/she is entitled to receive pay for such absence in accordance with provisions set forth above. The Superintendent may, at his/her option, require a certificate of illness from a licensed physician or from the county health officer.

D. **Sabbatical Leave**

1. The Board will award up to thirty (30) sabbatical leaves per school year to applicants who will use said leave for the purpose of obtaining certification in an area in which the Board determines that a shortage of employees is developing.
2. The Board will develop each school year a list of certification areas in which a shortage of employees is developing.
3. Applications for sabbatical leave will be screened by a Committee of six (6) members. Three (3) members of the Sabbatical Committee are to be appointed by the President of the BTU, and three (3) members are to be appointed by the Superintendent.
4. An applicant must agree to pursue a plan approved by the Committee and leading to certification in an area in which a shortage of employees is developing.
5. The applicant must provide a written recommendation from his/her principal, department head and the affected curriculum supervisor.
6. Seniority shall not be a factor in awarding critical shortage sabbaticals.
7. An application for sabbatical leave shall be submitted to the Superintendent not later than ~~January 15th~~ March 1st (or the last workday preceding ~~January 15th~~ March 1st) preceding the school year for which the leave is sought.

However, this deadline may be extended by mutual agreement between the parties. If the Committee requests clarification of an application, the Committee will inform the applicant of the time limit for supplying the information.

8. The Superintendent will give written notice not later than the second Board meeting in ~~March~~ April to each applicant regarding the disposition of the employee's application.

9. An employee granted a sabbatical leave shall inform the Superintendent in writing of his/her intention to either accept or decline such leave. Such notification shall be given not later than fifteen (15) days after the applicant has received notice of approval for leave.
10. ~~If more than the designated number of applications are approved, a list of alternatives will be established. The alternates will be ranked according to their precedence, previously established by the Committee~~ critical shortage sabbatical applications are received than the projected number of critical shortage vacancies for a critical shortage subject area, then the applicants shall be rank-ordered by critical shortage subject area based upon the Sabbatical Committee ratings. The sabbatical vacancies shall be offered to the applicants in order from the highest to the lowest ranking applicant in a subject area until all projected critical shortage area vacancies are filled or the maximum of thirty (30) sabbaticals are offered. Should any of the original choices decline his/her sabbatical leave due to a change in plan or lack of acceptance in a program, the first alternate next ranked applicant in that critical shortage subject area shall be notified and considered. This process shall continue through the list of alternate-designates until all approved applications have been utilized accepted or rejected.
11. There shall be separate application forms for sabbatical leave and tuition reimbursements under this provision.
12. The Sabbatical Committee is hereby authorized by the parties to issue a recommendation to the President of the Broward Teachers Union and the Associate Superintendent of Human Resources who are authorized to reach a final agreement on the procedures that will be printed and distributed to all work locations and will become part of this Agreement.
- ~~11~~13. Employees granted critical shortage sabbaticals shall receive seventy-five percent (75%) of their base salary while on said leave.
- ~~12~~14. Employees who are granted this leave shall agree in writing to teach in the district for three (3) years after returning from said leave.
- ~~13~~15. The period of such leave shall count as regular service for the purpose of retirement, if approved in advance by the retirement system, and the contribution to the appropriate retirement system therefore shall continue. The employee's insurance benefits normally paid by the Board and provided in this Agreement will be paid by the Board while the employee is on sabbatical leave. The leave shall count for purpose of salary increments but such increments shall not be applied retroactively. The leave shall not count for vacation or sick leave.
- ~~14~~16. An employee who returns from completion of a critical shortage sabbatical shall be placed in a position requiring the certification earned by the employee while they were on said leave provided that such a position exists in the district.

If no position exists, the district shall employ the person in another position for which he/she is qualified until a vacancy in the critical shortage area is announced.

1517. Teacher Directed Improvement Fund (TDIF)

- a) The parties agree to create a TDIF for the purpose of designing and recommending a procedure for awarding special grants to bargaining unit members. The Superintendent and the President of the BTU shall each select three (3) representatives to serve on the Committee.
- b) The funding for the Grants shall be \$1,514,248 annually. ~~Effective with the 1995-96 school year, a~~ All unspent funds shall be carried over to the following fiscal year. Up to \$42,500 shall be deducted from the TDIF fund to pay for up to one-half the administrative costs associated with this program. It is the intent of the parties to notify applicants of the disposition of their grant applications within 65 days after the close of the application period. This program shall be administered by the Division of Human Resources.
- c) Examples of items which might be considered for special grants include differential staffing programs, research projects to strengthen curriculum, career ladder stipends, attendance at a center for creative learning, etc.
- d) The Committee is hereby authorized by the parties to issue a recommendation to the President of the Broward Teachers Union and the Associate Superintendent of Human Resources who are authorized to reach a final agreement on the procedures which will be printed and distributed to all work locations and will become part of this Agreement.

E. Temporary Duty Leave: Temporary duty leave may be granted to employees by the principal or supervisor equivalent in rank for the purpose of:

- 1. Attending and/or participating in professional meetings relating to educational workshops, seminars or conferences sponsored by professional organizations, colleges, universities or government or private agencies concerned with public school matters.
- 2. Visitation for the purpose of observing instructional techniques or programs.
- 3. The principal agrees to provide funds for normal expenses for professional leaves up to the limits provided by Board policy. It is understood that normally only one member of a department may attend any one such

meeting at school expense. The Superintendent may approve of exceptions.

4. Employees approved for TDIF grants shall be approved for temporary duty leave so long as all costs, including substitute costs associated with the leave are paid through the grant.
- F. **Legal Commitments:** Employees shall be granted leave for legal commitments and shall receive their regular salary while serving as jurors or witnesses under subpoena.
- G. **Professional Leave to Attend Summer School:** shall be granted when students are not in session to any employee required to be absent at the beginning or end of a school year, in order to attend a full-time course of summer study. Such leave shall be without loss of pay and shall be limited to three (3) days at the end of a school term, and three (3) days at the beginning of a school term, provided that a maximum of three (3) days shall be granted in any one (1) school year. The principal shall certify that the absence of the employee will not interfere seriously with the employee's contractual obligations or jeopardize the accreditation of the school.
- H. **Military Reserve Leave**
1. Any employee who is a member of a national military reserve unit or National Guard shall be allowed up to seventeen (17) days of leave without loss of pay or other accumulated leave when ordered to active duty by the appropriate unit during regular term. At the Board's discretion, the leave period may be extended up to thirty (30) days. An employee required to report for a physical examination under any selective service law shall be granted leave without loss of pay or other accumulated leave for the time required for this obligation.
 2. Employees who are reservists called to active duty shall receive pay to supplement their military pay in the amount necessary to bring their base salary, inclusive of their base military pay, to the level earned at the time they were called to active duty. Base salary shall be defined as the employee's main job with the School Board.
 3. Employees on active duty shall be eligible to continue their School Board health insurance coverage by paying the employee's share of any cost of such coverage.
 4. During the period of leave required by the call-up, the employee shall continue to maintain his/her seniority and shall accrue sick leave.
 5. Upon returning from leave, the employee shall receive experience credit on the salary schedule for the time spent on active duty in the military call-up and shall be returned to employment to their school/work site prior to the active military leave.
 6. The terms of this agreement shall be in effect during the period of time established by the School Board when a military call-up is in effect and shall expire at its conclusion.

- I. **Active Military Service Status:** Any employee required or volunteering to serve in the Armed Forces of the United States shall be granted leave without pay for such service.

An employee returning from such leave shall be returned to employment, without prejudice, provided application for reemployment is filed within six (6) months following the date of discharge or release from active military duty, and provided further that the School Board shall have up to six (6) months to reassign the employee to duty in the school system. Military leave shall not count as years of service toward a continuing contract or a professional service contract.

- J. **A Leave Of Absence For Professional Improvement:** without salary, shall be authorized for any continuing contract employee, upon application, for a minimum of one (1) school year. Upon approval of the Superintendent and Board, a leave of shorter duration may be granted for the purpose of (1) engaging in study at an accredited university; (2) full-time participation in federally sponsored volunteer programs; (3) full-time teaching in foreign or military programs; (4) cultural travel or work program related to professional responsibilities; or (5) participating in exchange teaching programs in other territories or countries.

Applications for Professional Improvement Leave: shall be submitted to the Superintendent not later than sixty (60) days prior to the start of the year in which leave is to commence. Experience credit on the salary schedule in the amount authorized in the leave shall be granted upon the employee's return from the leave for purposes J (3) and J (5) above. Upon return from such leave, the employee shall be returned to his/her former position or to a substantially similar position, for which the employee is fully qualified.

- K. **A Personal or Maternity Leave** without pay and not to exceed three (3) years shall be granted to an employee for the purpose of childbearing and/or child rearing and/or child care as follows:

1. An employee may continue to be actively employed during pregnancy only so long as the employee is properly able to perform required teaching functions.
2. All or any portion of a leave taken by an employee because of medical disability connected with or resulting from the pregnancy may, at the employee's option, be charged to the employee's available sick leave.
3. An employee shall be entitled, upon request, to personal leave to begin at any time between the birth of the child and up to two (2) years thereafter.

- L. **Continuing Insurance Coverage While On Leave:** Any employee granted a Board-approved leave of absence with or without pay as provided in this Article shall be given the opportunity, unless otherwise provided, to continue insurance coverage's in existing school programs and, with the approval of the retirement system, continue participation in the retirement system during the leave, provided that the premiums for such insurance programs shall be paid by the

employee on a monthly basis in advance of the month due. Any such employee may serve as a substitute teacher in the district while on leave.

Teaching Position While On Leave: An employee may be employed in a teaching position outside of the district while on leave if there are unusual circumstances to warrant the job as determined by the Superintendent. Such approval must be obtained in writing prior to taking the leave. Examples of unusual circumstances would be moving to another state to take care of a sick family member or a spouse transferred to another area by his/her company. The Superintendent can require the affected employee to provide documentation verifying the unusual circumstances.

Also, employees who are on any Board approved unpaid leave of absence are authorized to work in a temporary, part-time capacity with the district. Said employees may apply for such positions, and if selected by the district, will be allowed to work.

- M. **Length of Leave:** An employee holding a continuing contract may be granted upon request, personal leave without pay for a period not to exceed two (2) years for reasons not provided elsewhere in this Agreement. The employee shall be returned to duty at the beginning of the next school year following the leave. Such leave shall require the approval of the Superintendent.

Returning Early From Leave: If an employee notifies the Superintendent of the desire to return to active employment before the expiration of such leave, the District shall place the employee in a vacant position within their choice of certification and geographic area. If the affected employee is offered a position by the district and he/she rejects said position, then he/she may not return to work until the expiration of the approved leave.

- N. **Elected to Public Office:** Bargaining unit members holding a continuing contract who are elected to a public office in the State of Florida may be granted a non-paid leave of absence for the length of the term of office. If the affected employee notifies the Superintendent of a desire to return to employment before the expiration of such leave, said employee may be returned to duty to a position for which he/she qualifies. The employee shall be returned to duty at the beginning of the school year following the leave to a position for which he/she qualified.

- O. **Board Determination:** All leaves granted at the request of an employee shall be for particular purposes or causes. The Board shall have the right to determine that the leave is used for the purposes or causes set forth in the application, and if not so used, the Board may cancel the leave, provided, however, that verification of use of personal reasons leave shall be as provided in A (2) above.

- P. **Replacement Teacher:** Employees returning from any leave granted by the district shall not be guaranteed the same work location or assignment. However, any employee filling the position of an employee on leave for one (1) year or less who has been promised the same position upon return from leave shall be given written notice at the time of employment that his/her position will no longer be available when the leave expires.

Such employee shall be considered a replacement teacher and shall not be entitled to the guaranteed re-employment provisions afforded to annual contract teachers as contained in Article Eighteen, Sections C and D of the contract.

- Q. **Accrued Annual Leave:** Employees employed on a twelve (12) month work calendar shall accrue annual leave (paid vacation) at a rate of one (1) day per month for employees during the first five (5) years of employment; one and one-fourth (1 1/4) days per month for employees during the sixth (6th through ninth (9th) years of employment; and one and one-half (1 1/2) days per month for employees during and beyond the tenth (10th) year of employment.

R. **Sick Leave Bank**

The parties mutually agree to establish a sick leave bank (hereafter referred to as the bank) for employees. Participation in the bank shall be voluntary. The bank shall be made operational as soon after the ratification of this contract as possible. The bank shall be governed by the following procedures:

1. **Creation of the Bank:** The bank will be established providing that one thousand (1000) days have been deposited (one [1] per full-time employee), during an enrollment period extending thirty (30) calendar days from the date such enrollment period is announced to employees. Subsequently, employees may enroll in the bank only within thirty (30) calendar days of the beginning of the official school year.
2. **Membership Requirements:** Full-time employees who have been employed full time for at least one (1) full year, and who have sick leave accrual of ten (10) days at the time of enrollment may enroll in the sick leave bank by contributing one (1) day of sick leave to the bank. At the time of the contribution, the sick leave day shall be converted to a monetary sum by multiplying the day donated times the donor's daily rate of pay when contributed.
3. **Sick Leave Bank Committee:** The Committee shall be appointed by the BTU for the purpose of administering the sick leave bank. The Committee shall:
 - (a) Maintain adequate records relative to all functions of the bank.
 - (b) Meet periodically, as requested by the Superintendent, with a designated administrator of the county to review BTU sick leave bank records.
 - (c) Operate the bank in accordance with rules and procedures mutually agreed to by the parties. However, the Superintendent shall establish and the BTU will comply with procedures for identifying and recording contributions to and withdrawals from the bank.

The parties authorize the Committee to establish additional administrative procedures necessary for the operation of the bank as long as said procedures are consistent with and do not change any of the criteria contained in Section R of this Article.

- (d) Not grant more sick leave days than are available in the bank.
4. **Withdrawal Rights and Procedures:** Participating bank members may request sick leave days from the bank within the following limitations:
- (a) A withdrawal may be approved only upon the total depletion of the respective employee's accumulated sick leave and vacation leave. In addition, the affected employee must have exhausted or be ineligible for any type of leave granted by the Board related to the accident, illness or injury, including but not limited to leave granted for disability or for illness or injury on the job.
 - (b) The maximum withdrawal for any employee for one (1) illness or injury or complications thereof shall be fifty (50) days.
 - (c) An employee may apply to the Committee for a withdrawal in advance of the depletion of such employee's accumulated sick leave, to be granted, if needed, upon such depletion. However, applications must be made no later than ten (10) working days after the participant returns to work.
 - (d) Withdrawals shall be in full day units and must be for catastrophic illnesses or injuries that extend for a minimum of eight (8) consecutive days. Withdrawals for absences that extend beyond thirty (30) days shall not be granted if the employee is receiving disability benefits nor shall it be granted for absences for which the employee is being reimbursed for loss of wages under an individual insurance policy.
 - (e) All applications for withdrawal shall be in writing and shall be verified by the Committee. The Committee may submit a request to the Superintendent concerning the implementation of Article Twenty-Three, Section C of this Agreement.
 - (f) The salary of a teacher participating in the bank will be reduced by any benefits drawn from Worker's Compensation.
 - (g) When days are awarded from the bank, they will be withdrawn at the receiving party's daily rate of pay.
 - (h) The Committee may request the Superintendent to request a second medical opinion from the applicant at his/her expense.
 - (i) Withdrawals shall be granted only for the illness, accident or injury of the bank participant.
 - (j) The bank may not be used for elective surgery which can be planned to occur during non-work time. The question of elective or necessary surgery shall be determined by the physician in charge. A second doctor's diagnosis may be required, at participant's expense.

5. **Maintenance of the Bank**

- (a) Once the bank is established, there shall be no requirement for an employee to replace sick leave days withdrawn from the sick leave bank, except as equally required of all other participating employees. If the bank is depleted to a point where only seventeen thousand dollars (\$17,000) remains, all members of the bank shall contribute one (1) day each time the bank is depleted to this level.
- (b) A participating employee who chooses to no longer participate in the sick leave bank shall not be allowed to withdraw any sick leave already contributed to the sick leave bank.

6. **Duration:**

The sick leave bank shall remain in existence for the duration of this contract and may be renewed in succeeding contracts.

7. **Indemnification:** The BTU and members of the bargaining unit shall indemnify and hold the Board and all administrators harmless against any and all claims, demands, suits, or other forms of liability and all court costs arising out of the application of the provisions of this section.

8. **Eligibility:**

- (a) Board produced eligibility forms should be sent to only those not in the sick leave bank, when additional members are sought for initial enrollment.
- (b) The Board shall send to the BTU a complete list of eligible employees by the end of the first pay period in October.
- (c) The Board shall notify the BTU of new enrollees within thirty (30) calendar days of the close of open enrollment.
- (d) The Board shall send to the BTU an updated Sick Leave balance statement on a regular basis.

S. **Family and Medical Leave:** The Board will provide family and medical leave for qualified employees pursuant to the provisions of the Family and Medical Leave Act (FMLA) of 1993. The parties agree that the provisions outlined below are the eligibility standards for the FMLA.

- 1. A leave of absence under this policy for a full-time employee shall be granted for a total of twelve (12) work weeks during any school year (July - June) for one of the following reasons:
 - a. birth of a son or daughter of the employee and in order to care for such son or daughter.

- b. placement of a son or daughter with the employee for adoption or foster care.
 - c. care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent, has a serious health condition.
 - d. a serious health condition that makes the employee unable to perform the functions of the position of such employee.
- 2. For purposes of this policy, an "eligible employee" means an employee who has been employed:
 - a. for at least twelve months by the Board;
 - and
 - b. for at least 784 hours of service with the Board during the previous twelve month (July-June) period.
- 3. Employees who are part-time unit members (not less than four [4] hours per day) shall be eligible for a pro-rata amount of twelve (12) weeks of leave. For example, an employee who is sixty (60) percent of full-time is eligible for 7.2 weeks of leave or 36 days.
- 4. If both a husband and wife are employed by the Board, the aggregate number of workweeks of leave to which both may be entitled is twelve (12) workweeks.
- 5. Employees who are on leave granted under this policy who are eligible and receive Board provided group health insurance when actively working for the Board shall maintain this coverage for the duration of such leave. Employees who pay for dependent insurance and other types of Board offered insurance coverage must make arrangements before going on leave or in emergency situations, as soon as possible thereafter, to make direct premium payments to the Board while on leave to continue this coverage.
- 6. Family leave as outlined in number one above, subsections a & b above shall not be taken intermittently. The affected employee must take a minimum of four (4) weeks of leave.
- 7. Medical leave as outlined in number one above, subsections c & d may be taken intermittently when medically necessary. Under such circumstances, the employee must try to schedule the leave so as not to unduly disrupt the employer's operations. Also, the Superintendent may place the employee in an alternative position which better accommodates intermittent leave.
- 8. The Board shall require a medical certification from eligible employees who request medical leave under the FMLA. The form will be provided by the Superintendent and the completed form must be returned within five

(5) working days. This deadline may be extended in unusual circumstances as determined by the Superintendent.

9. This leave may be taken before or after utilizing any other leave provisions to which the employee is entitled to under the provisions of this contract.

- T. **Americans with Disabilities Act:** The Board shall comply with the Americans with Disabilities Act (ADA). The Americans with Disabilities Act of 1990 provides that no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of the School Board, or be subjected to discrimination or harassment.

Discrimination Complaints: Any employee who believes he/she has been discriminated against, denied a benefit, or excluded from participation in any School Board education program or activity, on the basis of disability in violation of ADA, may file a complaint with the Office of Equal Educational Opportunities.

- U. **Professional Sabbatical Leave**

1. **Eligibility Requirements**

- a. Full-time bargaining unit members who are in an active pay status (not on leave) with an IPAS evaluation score of satisfactory, hold a current professional certificate, have a minimum of five (5) creditable years with the Board, and are on Step 10 or above prior to the effective date of the Professional Sabbatical Leave. The leave will be for a full school year. An employee is only eligible for one (1) such leave during their career with the Board.

2. **Requirement While On Leave:**

- a. The employee must undertake an activity that will be beneficial to him/herself, and the school district. Applicants must be pre-approved for the leave. Acceptable projects during said leave include, but are not limited to:
 1. perform community services.
 2. serve as a School Board volunteer.
 3. conduct educational academic research on a pre-approved topic. If this option is selected, the employee must provide the Board with a research report.
 4. teach undergraduate or graduate classes.
 5. to learn a second language.

6. to upgrade related vocational skills.

3. **Benefits**

- a. Teachers on this leave will be paid \$5,000 per year equal monthly installments of \$500 (less FICA and withholding taxes) for an employee on a full school year calendar for ten (10) months. The Board will pay retirement contributions on these payments. The payment of said amounts shall be in accordance with the provisions of Article 19, Section n of this agreement. Employees working less than full time shall receive a pro-rata share of the \$5,000. The Board will pay retirement contributions on these payments.
- b. The affected teacher may retire at the conclusion of this leave or may elect, upon return from such leave, to make additional retirement contributions and receive retirement credit for the leave period, based on the full salary earned prior to the leave of absence. If additional contributions are not made, only the employee's sabbatical pay shall be used should such period be included in the employee's average final compensation.
- c. Professional Sabbatical Leave recipients will continue to receive Board paid insurance benefits equal in value to what the employee would have if not on leave.

4. **Application Procedures:**

- a. Employees must apply for the leave not later than June 14th of each year.
 - b. This leave is irrevocable and the employee may not return to work prior to the conclusion of the leave.
5. This program shall automatically expire at the end of this contract and may only be continued by mutual written agreement between the School Board and the Broward Teachers Union.

V. Donation of Sick Leave to a Family Member: An employee may donate to or receive from a qualified member of his/her family who is a district employee earned and accrued sick leave in accordance with the following procedures:

1. Qualified family member is defined as a spouse, child, parent, sibling who is also employed by the Board.
2. Days/time may not be donated until such time as the recipient has depleted his/her own sick leave and vacation accrual, excluding sick leave from a sick leave pool in which he/she is a participant.
3. Donated days/time shall have no value for the purpose of terminal pay or any other program and/or provision that provides pay for accrued sick leave.

4. Donated days/time shall not be utilized for the purpose of personal reasons leave nor shall it be utilized for purpose of meeting requirements for membership in the Sick Leave Bank.
5. Donated days/time shall not disqualify the donor from eligibility for incentive awards under Article 21.
6. Employees shall comply with procedures contained in School Board policy for the donation of sick leave to a family member regarding the exchange of sick leave, the calculation of payments, notification requirements, and other matters not covered in this section.

W. Declared Emergency Paid Leave:

1. A declared emergency is defined as one declared by federal, state, or local officials.
2. Employees may receive Declared Emergency Paid Leave when one or more of the following conditions exist:
 - a. The Superintendent or designee is authorized to declare that an emergency event exists for which said leave is available.
 - b. The employee is unable to return to work due to required evacuation.
 - c. The employee sustains personal injury or significant damage to their personal residence.
 - d. The employee is needed to assist a family member with a storm related health emergency.
 - e. The employee is required to participate in relief efforts.
 - f. The employee's personal involvement is required for other emergency related circumstances.
3. Requests for leave must be recommended by the authorized supervisor for approval by the Superintendent or designee.
4. The employee may be required to provide documentation of the condition(s) in subsection 1 above for which leave is requested.
5. Declared Emergency Paid Leave shall not exceed ten (10) days per declared emergency event unless authorized by the Superintendent.
6. Declared Emergency Paid Leave shall not be deducted from the employee's accrued leave.

ARTICLE TWENTY-FOUR

EMPLOYEE ASSISTANCE PROGRAM

- A. **Establishment:** The Board and the BTU recognize the necessity for identifying, developing, promoting and promulgating sound physical and mental health and developing prevention and correction programs for bargaining unit members. As a result of this awareness, and at the request of the BTU, the School Board has established an Employee Assistance Program.
- B. **Purpose:** The basic elements of this program may include:
 - (a) referring troubled employees to community resources for counsel or treatment.
 - (b) developing programs for stress reduction.
 - (c) developing procedures for identification and referral of employees in need of assistance.
- C. **Committee Composition:** The BTU shall designate two (2) members to an "Employee Assistance Program" Committee. The Superintendent shall appoint two (2) members. The Committee shall make recommendations to the Superintendent and the President of the Broward Teachers Union concerning program procedures and services.
- D. **Enrollment:** Any employee who desires to enroll in the Employee Assistance Program or is recommended for enrollment must submit a request to the program coordinator.
- E. **Special Leave:** Such employees who have depleted all of their available sick leave must request a special unpaid leave of absence from the Board not to exceed one (1) year. The term and conditions of the leave shall be determined by the Board.
- F. **Drug Free Workplace**
 - 1. The Board and the BTU recognize that substance abuse in our nation and our community exacts staggering costs in both human economic terms. The Board and BTU share a commitment to maintain a drug-free work place.
 - 2. Reasonable suspicion testing requires authorization of the Director of Risk Management or the Executive Director of Professional Standards. Administrators requesting reasonable suspicion drug tests shall be trained and competent in the recognition or drug/alcohol abuse. Circumstances under which testing may be considered include, but are not limited to, the following:
 - a. observed use of illegal drugs and/or abuse of alcohol during work hours

- b. apparent physical state of impairment of motor functions
 - c. marked changes in personal behavior on the job not attributable to other factors
 - d. employee involvement in serious or repetitive accidents on the job, causing personal injury to self or others and/or significant property damage.
- 3. Drug and/or alcohol testing shall be conducted by Board approved, independent, certified laboratories utilizing recognized techniques and procedures, as described in the School Board of Broward County "Reasonable Suspicion Drug Testing" procedures, which is incorporated by reference into this contract, and made part thereof.
- 4. Employees subject to drug testing procedures shall be treated in a respectful and confidential manner. Employees shall be informed of the intention to require a drug/alcohol test and the basis upon which the test is being required. Employees shall have the right to consult with a representative of the BTU, provided it does not delay the testing process unreasonably, and shall be informed of this right prior to submitting to a testing request. Employees shall not be required to pay for any drug tests required by the Board.
- 5. Employees who test positive for the first time shall be referred to EAP. Successful completion of a recommended program may mitigate any recommended disciplinary action.
- 6. All information received or produced as a result of a drug testing program are to be treated as confidential to the extent possible under provisions of state and federal law.

ARTICLE TWENTY-FIVE

REASSIGNMENT & TRANSFER

It is the intent of the parties to provide staff stability and opportunities for reassignment and transfers. The following procedures shall be utilized to achieve this objective:

A. Reassignment

- 1. A reassignment is defined as a change in grade level or subject assignment; or, in the case of a teacher assigned to a center, area, or off campus facility, a change in any position under the direction and supervision of a principal regardless of site location.
- 2. Employees who desire to be reassigned shall file a written statement with his/her school principal of such desire. Voluntary requests for

reassignment shall receive first consideration to the extent that vacancies exist within the building/location.

3. Involuntary reassignments shall be made at the discretion of the principal provided the authority is exercised in a professional and fair manner; not arbitrary or capricious. The principal shall advise the employee through a personal interview that a reassignment is being recommended and the reasons therefore.
4.
 - (a) An employee with a complaint about being unfairly reassigned in an arbitrary and capricious manner may present the complaint to his/her principal.
 - (b) If the principal is unable to resolve the complaint the employee may present the complaint to the Area Superintendent for review.
 - (c) If the Area Superintendent is unable to resolve the complaint, the Superintendent of Schools and the President of the BTU will meet periodically to jointly resolve the unresolved complaints. The resolution at this level is final and binding and shall not be further challenged under Article 34 of the contract.
5. Employees receiving an involuntary reassignment during the school year shall receive three (3) non-assigned preparation days prior to the start of the involuntary assignment.

B. Transfers

1. A transfer is defined as a permanent (more than one semester) change in the school, center, off-campus facility or other location at which the employee is regularly assigned. For purposes of this section a main building, any annex building(s), or portable classrooms shall be deemed to be part of the same school, center or off-campus facility irrespective of physical location provided that all such facilities have the same administrator.

For Psychologists, Social Workers, Visiting Teacher, and other such employees who are assigned to an area (i.e. North, South, etc.), a transfer is defined as a change in the area.

Reassignment as defined in Article 25-A(1) shall not constitute a transfer for the purposes of this agreement.

2. A transfer for an employee who is assigned to work in a program or activity which regularly or occasionally requires performing work at more than one school, center, off-campus facility or other location (e.g. store front schools or detention facilities) shall be deemed to occur only when

the employee is moved to a program or activity which is under the supervision of a different principal or administrator.

3. The parties agree that prior to the effective date of any mergers, expansion or consolidation of programs or activities which require changes in employee work locations, the School Board will give written notice to the BTU. Upon request of the BTU, the BTU president and the Superintendent, or their respective designee, will meet and confer regarding the movement of the employee.
4. Employees who desire a transfer shall file a written statement with their principal of such desire on such form as set forth in annexed Appendix C, one copy of which shall be filed with the principal by the employee, one (1) copy filed with the Division of Human Resources and one (1) copy to be retained by the employee.
5. **Posting of Vacancies:** Except in instances when voluntary transfers are approved by the Superintendent, the Superintendent shall post in all school offices and faculty rooms, all vacancies, including the anticipated vacancy list upon publication the subject area or grade level of the vacancy, the date the vacancy will occur, the qualifications required and the school in which the vacancy exists. A vacancy shall be deemed to have occurred when a full-time employee is sought to fill a full-time position. Such posting shall be made at least seven (7) working days before the vacancy is to be permanently filled. Vacancies in virtual school positions shall be advertised in the same manner as full-time positions.

C. **Voluntary Transfers (Regular, Hardship & Guaranteed):**

1. Transfer applications shall be provided by the District and may be submitted any time after January 1st through the last day of the regular school year for the following school year. Such applications shall remain active until the following December 31st. Any employee who has received an end of the year overall evaluation of less than satisfactory for the current and/or previous school year is not eligible for transfer. Also, any teacher who is under a Performance Development Plan is ineligible for transfer.

Applicants may request and specifically list ten (10) schools to which they are interested in transferring.

2. The staff of the Division of Human Resources shall forward all such requests to the work locations requested by the applicant.
3. **Hardship Transfers:** For purposes of this section, a "hardship" shall be a situation when a teacher has completed a year of service with the District and:
 - a. travels 20 miles or more one-way, by the most direct route within Broward County limits to the assigned work location; or

- b. has a serious medical and/or personal problem which can be substantiated by a Board selected physician or acceptable written explanations as determined by the Superintendent. Employees meeting the criterion in this section, may apply for a medical/personal problem transfer at any time and may be transferred after the start of the school year for students.
 - c. An employee who meets the "hardship" definition will be guaranteed an interview for a Board determined vacancy at one (1) of the ten (10) schools the employee selects.
- 4. **Transfer Window:** Voluntary transfer applicants who have requested a specific school for the following school year must all be considered before the affected principal can fill the vacancy. Except for hardship transfers, no transfer will be allowed if the employee does not apply by the last day of the regular school year and then no transfer will be allowed after the close of work on the day before school starts for students each year. Factors to be considered by the principal include, but are not limited to:
 - a. required certification/qualifications for the position.
 - b. sending and receiving school's faculty racial ratio.
 - c. mutual agreement of employee and the affected administrators.
 - d. seniority of the affected employee.
- 5. **Guaranteed Transfers:** Voluntary transfer applicants shall be granted a transfer if a vacancy exists for the following school year in one of ten (10) schools the employee selects based on the following conditions listed below. However, no transfer will be considered if the employee does not apply by the last day of the regular school year. No transfer will be allowed after the close of work on the day before school starts for students each year.
 - a. Transfer applicant holds the required certification/qualifications for the position.
 - b. The affected teacher must have completed not less than fifteen (15) consecutive years in /her current school.
 - c. Not more than ten (10) percent (rounded up to the nearest whole number) of the bargaining unit members at a school will be eligible for a transfer under this section. The ten (10) percent shall be determined by the longest number of years of bargaining unit service at their current school. In case of a tie, Article Three, Section E, 3, c-d shall be utilized.
 - d. If more than one eligible teacher requests the same vacancy and they are certified for said position, it shall be awarded by bargaining unit seniority. Ties shall be broken pursuant to the provisions of Article Three, E, 3.

- e. No school in the District shall be required to accept more than the following number of teachers under the provisions of this section number 5:

ESE, elementary =1

Middle =2

Vocational Centers and High Schools =3

- f. The Superintendent can reject a transfer under unusual conditions as determined by the Superintendent such as the need for diverse staff, ESOL requirements and those supplements listed in Article 25, D, 5.
 - g. Transfers under this section shall be processed before voluntary transfers requested under section 4 above.
 - h. All transfers under this section shall stop on the close of work on the day before school starts for students each year.
- 6. **Superintendent Approval:** After the day before school starts for students each year, the Superintendent may approve voluntary transfers under extenuating circumstances as determined by the Superintendent.
 - 7. Voluntary transfers shall not be processed until such time as the District has depleted the list of surplus teachers needing placement under Section D. below.

D. **Involuntary Transfers:** Involuntary transfers will be made with the approval of the Superintendent when a reduction in the number of employees in a school is necessary, or to prevent disruption of the instructional program.

- 1. When a reduction in the number of employees in a Board designated subject area/program or specific positions within a high school, middle school or vocational center is necessary, notice of the reduction shall be posted and all volunteers shall first be transferred, after which involuntary transfers will be made on the basis of seniority in the district, those lowest in time of service in the district being transferred first, provided the employee retained is qualified to perform the required work. The teacher who volunteers to transfer shall provide his/her principal with a list of ten (10) schools that he/she would prefer to transfer to. If two or more such volunteers request the same school and a vacancy exists for which the employee is qualified, the most senior teacher shall be transferred to said school. If no vacancies exist at any of the ten (10) schools at the time an involuntary transfer is necessary, the voluntary teacher(s) shall remain at his/her school and an involuntary transfer shall take place pursuant to the provisions of this section.
 - a. The parties recognize that in certain vocational subjects/disciplines, specific training and experience may be required to successfully teach a course. Therefore, when it becomes necessary to surplus a vocational teacher, the surplusd

teacher must demonstrate one (1) or more of the following before being placed in a vacant vocational position:

1. recency of teaching experience in the subject and/or program.
 2. A license or documentation and/or recency of business/industry work experience necessary to meet the program needs.
- b. If a surplus teacher cannot meet the criteria listed above, the employee will be placed in a non-vocational (excluding dropout prevention) class if said employee has another area on his/her certification. If the employee does not have a non-vocational area on his/her certification, the employee may select one (1) of the following options:
1. placed by the District as a replacement teacher.
 2. become retrained and add a new area to his/her certification by taking a critical shortage sabbatical leave.
2. **Reduction By Seniority:** When a reduction in the number of employees within an elementary school or exceptional student center is necessary, notice of the reduction shall be posted and all volunteers shall first be transferred, after which involuntary transfers will be made on the basis of seniority in the district, those lowest in time of service in the district being transferred first, provided the employee retained is qualified to perform the required work. The teacher who volunteers to transfer shall provide his/her principal with a list of ten (10) schools that he/she would prefer to transfer to. If two or more such volunteers request the same school and a vacancy exists for which the employee is qualified, the most senior teacher shall be transferred to said school. If no vacancies exist at any of the ten (10) schools at the time an involuntary transfer is necessary, the voluntary teacher(s) shall remain at his/her school and an involuntary transfer shall take place pursuant to the provisions of this section.
3. **Assigned By Seniority:** In filling vacancies, qualified employees who are being involuntarily transferred shall be assigned by seniority before assignments are made for new employees and for employees seeking voluntary transfers.
4. **Position Assistance:** When an involuntary transfer is required, the district shall provide assistance in finding a new position which the employee would prefer to accept. The district shall provide affected employees with a copy of the anticipated vacancy list upon publication and all Board declared employee job vacancies. Also, said employee(s) shall provide his/her principal and the Superintendent's designee with a list of ten (10) schools in the county to which they would prefer to be transferred to. If no position exists, the employee shall be transferred to an available position.

5. **Exempt from Surplusing:** The parties agree that the principal has the responsibility to maintain Board approved curricular and co-curricular activities. When it becomes necessary for the Superintendent to implement the provisions of this section, the principal may provide for the following curricular and co-curricular exemptions:

athletic director, those head coach positions listed in Appendix F, I, D, 2, of this Agreement, drama coach, debate coach, academic games sponsor, newspaper sponsor, yearbook sponsor, music, primary specialists, Gesell trained primary (K-3) teachers, department chairperson, team leader and grade level chairperson.

6. **Steward Superseniority:** One (1) BTU steward per school shall be given superseniority and also be exempt from the provisions of section five above. The BTU will provide the Superintendent with an annual list of the official steward at each school that this section shall apply to. This shall be the same steward as the one referenced in Article Six, Section F (~~34~~) of this agreement.

- E. An employee shall not be assigned or transferred during the term of this Agreement on the basis of the amount of salary of the employee.

F. **PROCEDURES TO FILL VACANCIES AT NEW SCHOOLS**

1. The Superintendent will determine the number of total anticipated vacancies at the new schools. Vacancies will be categorized by subject areas, i.e., math, science, elementary education, early childhood education, art, music, guidance, etc.
2. Area Superintendents will inform the Associate Superintendent of Human Resources of the number of teachers from feeder schools that will need to be transferred.
3. Principals at new elementary schools will be permitted to advertise district wide and select Grade Level Chairpersons, Media Specialist, ESE Specialist, and a Guidance Counselor, immediately to assist in the opening of the new school. At new middle schools and new high schools, the principal may hire the Department Heads and or Team Leaders, Media Specialists, ESE Specialists, Athletic Director and Guidance Director.
4. The principal of the feeder school(s) shall notify staff of the necessity to reduce personnel. At the school, the entire staff is notified in writing of reduction as per Article 25 of the contract. The principal notifies staff of areas where reduction will occur (i.e., number of elementary, early childhood education). Instructional Staffing will notify teachers at the feeder school who are on a Board approved leave of the necessity to reduce personnel. They will be given an opportunity to complete a transfer request form.

5. The reduction of students from feeder schools determines the minimum number of positions available for transferring teachers from the feeder schools by using a ratio of 30 to 1 and/or appropriate ESE ratios.
6. Vacancy lists will be made available to those employees at the feeder schools.
7. Employees may complete a voluntary transfer form listing up to ten (10) schools and submit it to their principal by April 15th or 45 days prior to the anticipated opening after the commencement of the regular school calendar. If more feeder school employees volunteer to transfer to a new school than the number of positions created by the reduction of students from feeder schools, 60% of the positions from a feeder school will be filled by seniority and the principal will interview and select employees for the remainder of the positions. If fewer employees apply to transfer than there are vacancies, all employees will be transferred to the new school(s).
8. After voluntary transfers have been exhausted at the feeder school, involuntary transfers will take place at the time the District processes involuntary transfers district wide. Involuntary transfers shall be handled at the sending (feeder) schools pursuant to the provision in Article 25, Section D of the BTU-School Board Collective Bargaining Agreement. Principals of schools may retain employees identified in this provision for the curricular and co-curricular activities pursuant to Article 25. AC employees who hold such provisions and who are recommended for employment for the next school year shall remain at the schools.
9. Attempt will be made to keep employees at the same level, i.e., early childhood education, elementary, art, music, physical education, etc.
10. A printout of seniority and certification school-wide will be available at all feeder schools for seven (7) workdays prior to the deadline for voluntary transfer forms.
11. New employees to the district will not be hired in applicable vacancies until placement of all involuntarily transferred employees have been made.

ARTICLE TWENTY-SIX

REDUCTION IN PERSONNEL

In the event the Board determines that the number of employees must be reduced for any reason, such reduction in employees shall be based on objective, reasonable and nondiscriminatory standards which (1) shall not be arbitrary or capricious; (2) shall not deprive employees of other rights conferred by this agreement or laws of Florida and the United States; and (3) shall be capable of uniform application. If a reduction in

employees is determined to be necessary, the following procedure shall be controlling:

A. Layoff:

1. Prior to implementing a reduction in personnel, the Superintendent shall meet with representatives of the BTU to discuss the proposed Board action and solicit their suggestions.
2. The Board shall determine the net number of positions to be reduced and the subject area/programs or specific positions in which layoff shall occur.
3. The least senior employees in each subject area/program or specific positions shall then be laid off. See Article Three, Section E for the definition of seniority. Retained employees must be qualified for their assigned positions. A laid off employee is not entitled to replace another employee in a different subject area/program. However, if the employee(s) identified for layoff holds another certification in a subject area/program for which a vacancy exists in the system, then said employee(s) shall be offered the vacancy if he/she is qualified for the position. If more than one (1) employee with dual certification who is to be laid off qualifies for a district vacancy, then the job vacancy shall be offered to the most senior employee as defined in this contract.
4. If layoffs are to occur, a seniority list in accordance with this Article shall be prepared by the Board and a copy thereof made available to the union.

B. Recall:

1. Employees will be recalled to the same subject area/program they were teaching at the time of their layoff in reverse order of layoff when a vacancy occurs.
2. Each employee on layoff shall be required to provide the district Personnel office in writing with a current address to which a letter of recall may be sent.
3. If a recall opportunity exists, a letter shall be mailed to the employee, certified mail, return receipt requested. If the letter is mailed to the address provided by the employee and

is returned to the Board because the address is incorrect, the Board has fulfilled the obligations of this sub-section.

4. An employee offered a recall opportunity must notify the Board in writing of his/her decision within seventy-two (72) hours of receipt of the Board offer.
 5. An employee who has been laid off shall maintain recall rights for twelve (12) months from the date of layoff or until he/she refuses a recall opportunity, fails to respond to a recall letter, submits a resignation, or accepts employment in another school district, whichever is less.
- C. An employee who has started his/her tenth year of service and who will qualify for retirement by the end of that year shall be permitted to complete the school year so as to acquire the necessary service to become vested in the retirement system.
- D. No new or substitute appointments may be made while there are laid off employees available who are qualified to fill the vacancies.
- E. The employee laid off pursuant to this Article shall be given the opportunity to continue insurance coverages in existing programs during the layoff provided that the premium for such insurance programs shall be paid by the employee on a monthly basis in advance of the month due.

ARTICLE TWENTY-SEVEN

SCHOOL CALENDAR

- A. The school calendars for the term of this contract shall be as set forth in this Agreement and shall not exceed 196 days of service for regular contract employees. However, new bargaining unit members shall work 197 days during their first year of employment (see Article Five, Section T).

Should extenuating circumstances require a reexamination of this calendar by either party, such re-examination shall occur through negotiations prior to final adoption of the respective yearly calendar by the Board. The 196 days of service shall include six (6) paid holidays for employees. Negotiations under this section shall not prevent the Board from establishing and acting on dates

necessary for the opening or closing of all schools in the district and for the conduct of all necessary activities related thereto.

- B. Full-time teachers employed in the Virtual School program shall observe the calendar and work year of the state's virtual school program.

ARTICLE TWENTY-EIGHT

EMERGENCY SCHOOL CLOSING

- A. **Authority:** The Superintendent of Schools shall exercise full authority granted under Section], Florida Statutes, to close any or all schools during an emergency. When emergencies arise to close any or all schools, he/she shall immediately notify the School Board of the action taken and the reason therefore and immediately implement administrative procedures which will include announcements over local television and radio stations when such services are made available in order to alert personnel, students, parents and the community.
- B. Nothing in this Article shall require the Superintendent or the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by act of God or a labor dispute with employees outside the bargaining unit.
- C. **Meeting:** When the emergency closing results in a day or days off for employees, Board and BTU representatives shall meet within 48 hours and by mutual agreement recommend amendments to the calendar to substitute another day or days work, if necessary, in order to fulfill the complete contract year and avoid loss of pay to employees and loss of FTE revenue to the Board provided, however, ~~that~~ if mutual agreement is not reached by the next payroll period, the Superintendent shall recommend an appropriate calendar adjustment to the Board.
- D. When one (1) or more school or school offices are officially closed by the Superintendent, no leave days previously arranged by an employee will be deducted for such emergency days.

ARTICLE TWENTY-NINE

UNION RIGHTS

- A. **Access Rights:** The BTU and its representatives shall have the right to use the school buildings at all reasonable hours for meetings, in accordance with Board policy and rules.
- B. **Equipment:** The BTU and its representatives may, upon approval of the principal, have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating and photocopying equipment, calculating and computing machines, and audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The BTU may pay for the reasonable cost for such use and for all materials and supplies incidental to such use.
- C. **Posting of Notices:** The BTU shall have the right to post notices of activities and matters of BTU concern in the same location as employee mailboxes, as well as on such bulletin boards previously designated or as designated by mutual agreement of the BTU steward and the principal. Only official BTU notices may be posted. Notices endorsing any national, state, or local political candidate shall be prohibited. The BTU shall have the right to use the Board mail system providing that the union complies with all provisions of the Private Express Statutes, including postage requirements. The parties shall agree on procedures prior to implementing the use of Board's mail system.
- D. **Conduct Business:** Duly authorized representatives of the BTU and its respective affiliates may, with the approval of the principal, be permitted to transact official union business on school property at all reasonable times, provided that this shall not interfere with or disrupt normal school operations. Approval will not be unreasonably withheld.
- E. **Information and Reports:** The Board agrees to furnish to the BTU, in response to reasonable request, annual financial reports and state audits, periodic financial reports regularly submitted by the Superintendent to the Board; Superintendent's tentative budget and the final budget; full Board agendas furnished Board members and minutes of Board meetings; names and addresses of all employees, salaries paid thereto and certificate rank and years' experience thereof; pupil enrollment, enrollment projections, membership and attendance data; and such other specific information, if available, as will assist the BTU in developing intelligent, accurate, informed and constructive programs on behalf of the employees, together with information which may be necessary for the BTU to process any grievance.

Failure to furnish the above requested information shall not be the basis of a grievance unless it can be affirmatively shown that the information sought can be specifically identified and is available in the form sought and the information sought, in the form requested, is denied after a reasonable time. Unintentional inaccuracies of the information furnished and subsequent revisions of data based on revised information shall not be the basis of a grievance.

- F. **Discrimination:** The provisions of the Agreement shall be applied without regard to race, creed, color, religion, national origin, age, sex, handicap or marital status.
- G. **Board Agenda:** The BTU may appear on the Board agenda to discuss Board business. In order to do so, the Superintendent must be contacted in accordance with regular notice requirements in advance of the Board meeting, in order that the item may be placed on the official Board agenda. The presentation shall be limited to the topic listed.
- H. **Payroll Dues Deduction:** The Board shall, upon written assignment authorization of the employee, deduct BTU dues. The BTU shall furnish, distribute and process assignment authorization forms, said forms to be filed by BTU with the Division of Human Resources. Employees who desire to become members of the BTU shall file their assignment authorization forms with the BTU. Pursuant to such authorization, the Board shall deduct such annual sum as authorized in equal monthly payments from the employee's regular salary check, beginning with the salary check received by the employee in the month following the date of authorization. Bargaining unit members working less than 7.5 hours per day who have authorized dues deduction shall have deducted from their pay an amount equal to 50 percent of the dues amount paid by full-time teachers. Such authorization shall continue in effect from month to month thereafter, unless revoked by the employee in writing to the BTU and to the Division of Human Resources, not less than thirty (30) days prior to the next payroll cutoff date.

The deductions shall be remitted not less frequently than monthly to the BTU. The right to such dues deductions shall be granted exclusively to the BTU and shall not be granted to any other employee organization seeking to represent employees in the bargaining unit. The BTU shall notify the Division of Human Resources of the amount of any change in annual dues to be deducted not later than the last workday of the month prior to the

month in which such change becomes effective. The BTU agrees to indemnify and hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, suits or other forms of liability and all court costs arising out of the application of the provisions of this section.

- I. **Other Deductions:** Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, insurance, BTU special service programs, or any other plans or programs approved by the BTU and the Board as a part of this Agreement, or additional programs approved by the Board that are not a part of this Agreement. The BTU agrees to indemnify and hold harmless the Board, each individual Board member and all administrators against any and all administrators against any and all claims, costs, suits or other forms of liability, and all court costs arising out of the application of the provisions of this section programs approved by the BTU.
- J. **School Visitation:** The BTU president and/or other BTU representatives may, upon approval of the principal, be allowed to visit schools to investigate teaching conditions, employee complaints, problems, or for other purposes, except political campaigns, relating to BTU affairs.
- K. **Reports at Faculty Meetings:** The BTU steward(s) ~~may~~ shall, upon ~~approval of~~ notice to the principal of the agenda, be given an opportunity ~~to~~ at each building faculty meeting to present brief reports and announcements not to exceed ten (10) minutes.
- L. **Labor-Management Meeting:** Representatives of the Superintendent and the BTU may request and shall be granted a Labor-Management meeting at any time during the school year for the purpose of discussing the administration of this Agreement. Each party will submit to the other, at least twenty-four (24) hours prior to the meeting, an agenda covering what it wishes to discuss.
- M. **Membership Pins:** No employee shall be prevented from wearing pins or other identification of membership in the BTU or its affiliates.
- N. **State Convention:** The school calendar each year shall include a teacher planning day on that Friday during the annual convention of the state affiliate of the BTU. Employees with official

responsibilities at such meeting, as verified to the Superintendent by the BTU president, shall be granted temporary duty leave for that Friday.

- O. **Temporary Duty Union Leave:** The president and vice president of the BTU, the president of the state affiliate, and the executive officers of the national affiliate shall be granted temporary duty leave for their respective term of office. Also, a bargaining unit member holding a professional service contract/continuing contract who is hired by the Broward Teachers Union as a full-time staff representative is eligible for a temporary duty leave for a period not to exceed four (4) school years provided that the leave coincides with the beginning and ending of a school year.

Upon return from leave, the employee shall be placed in the same position held before such leave, or if such position is not available, to a substantially equivalent position within the scope of the employee's certification. Such employee shall have the right to continue participation in the retirement system and insurance programs of the district, as well as to receive credit for salary increments, all as if in actual service to the district. The BTU shall reimburse the Board for the actual cost of such employee's salary and benefits.

- P. **Paid Leave Days:** The Board shall provide a pool of paid leave days not to exceed 1,500 in any given school year for the purpose of conducting certain union business. The following criteria shall govern the use of said leave days:

1. The BTU president or his/her designee shall notify the Board's Director of Employee Relations or his/her designee not later than five (5) working days in advance of the requested leave day. The purpose and nature of the leave shall also be provided at that time.
2. The Board shall pay the cost of the substitute, if required, for any requested leave by an employee to attend special meetings called by the Board or to participate on any committee identified in this Agreement. Such leave shall not be deducted from the pool of leave days allocated to the BTU.

If the reason for the requested leave is for the purpose of conducting union business, then the BTU shall reimburse the Board the actual cost of the substitute, in a timely

manner. Such leave days shall be deducted from the pool of leave days allocated to the BTU.

3. No bargaining unit member may use more than five (5) consecutive workdays of leave in a school year. No bargaining unit member may use more than fifteen (15) days from the pool in a school year. However, by mutual agreement, this limitation may be extended by the parties.
- Q. **Computer Tapes:** The Board agrees to provide to the BTU the dues deduction computer tape printout from PY511J, or its equivalent if the system should change, as requested by BTU, to transfer data to BTU contracted independent computer services. BTU agrees to reimburse the Board for the actual additional cost of such service.
- R. **Sole Bargaining Agent:** The rights granted to BTU in this Agreement shall be granted to BTU exclusively as the sole and exclusive bargaining agent and shall not be granted to any employee organization seeking to represent employees in the bargaining unit.
- S. **Contract Enforcement:** BTU officers, stewards and other BTU representatives shall be allowed to engage in activities directly related to the administration of the Agreement when not directly instructing students.
- T. **Roster of Bargaining Unit:** The Board agrees to furnish the BTU, four (4) times each year, June 15, September 15, December 15, and March 15, two (2) full file information rosters of bargaining unit members, (one in alphabetical order by location--one in alphabetical order).
- U. **Parking/I.D. Passes:** The President of the BTU and all full-time paid professional BTU staff shall receive parking and identification passes that allow parking and personal entry into the Kathleen C. Wright Administration Building. The BTU shall provide a written list of paid, professional staff members, and the name of the President of the Union to the Associate Superintendent of Human Resources. This provision does not cover BTU support staff, such as secretaries. The number of passes shall not exceed fifteen (15).
- V. **Harassment of Steward(s):** The official BTU steward(s) at each school should not be subject to harassment, abusive language, upbraiding, insults or interference by a principal in the performance of the steward's official union duties. Steward

complaints under this paragraph shall not be subject to the provisions of Article Thirty-Four but shall be directed to the appropriate Area Superintendent for final and binding decision. The BTU shall provide a list to the Superintendent not later than March 1st of each year containing the names of the official BTU stewards at each school. The number of stewards at each school is limited to the formula listed in Appendix L of this agreement. The BTU will provide the Superintendent with the names of new stewards who are replacing another steward whenever such action is necessary.

- W. **Superseniority for Stewards** pertaining to summer school employment, and involuntary transfers can be found in Article Six-F and Article Twenty-Five-D respectively.
- X. **Florida Law:** Nothing contained herein shall be construed to deny or restrict to any employee rights granted under the Florida School Laws or other applicable laws and regulations.
- Y. **Release Time for Union Meetings:** BTU stewards and members of the BTU Executive Board may be released early to attend monthly meetings, with the approval of the principal, provided that this shall not interfere with or disrupt normal school operations. Approval will not be unreasonably denied.

The BTU agrees to provide the Associate Superintendent for Human Resources with a list of stewards and Executive Board members and shall also provide a schedule of their meetings by September 15th each year.

ARTICLE THIRTY

MISCELLANEOUS

- A. **Parties Commitment:** This Agreement shall constitute the full and complete commitments between both parties, and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement.
- B. **Legality:** Should any provision of this Agreement be declared illegal by a court of competent jurisdiction or as a result of state or federal legislation, said provision shall be automatically modified by mutual agreement of the parties to the extent that it violates the law, but the remaining provisions shall remain in full force and

effect for the duration of this Agreement, if not affected by the deleted provision.

- C. **Policy-Rules:** This Agreement shall supersede any policies, rules, regulations or practices of the Board which are contrary to or inconsistent with the terms of this Agreement.
- D. **Individual Contract:** If an individual contract between the Board and an employee contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- E. **Cost:** The parties mutually agree to share the cost of printing this Agreement, and the Union shall be responsible for distributing copies to all bargaining unit members. The parties must agree on who will print the Agreement and the cost prior to reproducing it.
- F. **Summer School:** The provisions of this Agreement shall be fully effective during and for any summer school programs falling within the term of this Agreement, unless otherwise indicated.
- G. **Advanced Degree Stipend Committee:**
 - 1. The Board and the BTU agree to establish and maintain an Advanced Degree Stipend Committee to develop all procedures, guidelines and other aspects governing the awarding of in-field advanced degree stipends. Such procedures and guidelines shall be subject to review and final approval by the Superintendent and the President of the BTU.
 - 2. The Superintendent shall appoint three (3) Committee members and the President of the BTU shall appoint three (3) members. The Committee shall function for the term of this contract. The Superintendent of the BTU President may change their appointees at any time.
 - 3. The Superintendent and the president of the BTU are empowered to make amendments to the procedures and guidelines.
 - 4. The Committee will design an appeals procedure for applicants whose applications for advanced degree stipends are disapproved. The Committee shall be the final step of this procedure and their decision is final and not grievable or arbitrable.

II. **Contract Administration Committee:**

1. The purpose of this Committee is to address issues of concern related to labor relations. The Committee shall not address the subject of a pending grievance. The Committee shall be empowered to discuss topics and make recommendations to the Superintendent and the BTU President. Recommendations for new/modified collective bargaining language or joint legislative proposals shall be considered.
2. The Committee can listen to and consider information presented from guests that are jointly invited by the Committee.
3. All contractual sub-committees and specially formed task forces and/or ad-hoc committees formed jointly by the parties shall be organized under the direction of the Contract Administration Committee. Said committees and task forces shall periodically report to the Contract Administration Committee. The parties agree to mutually adopt guidelines and procedures to implement this section.
4. Committee Purpose and Agenda

The purpose of these committees is to provide a means for continuing communications between the parties and to promote a climate of constructive employee-employer relations. This would include, but not limited to, such activities as to:

- a. Discuss and resolve contractual issues subject to appropriate approval;
- b. Notify and discuss with the Union changes contemplated by the District which may affect bargaining unit employees;
- c. Discuss the future needs and programs of the District and the BTU;
- d. Disseminate general information of interest to the parties;

- e. Give the parties the opportunity to discuss their views and/or make suggestions on subjects affecting those employees.
 - f. Give the parties the opportunity to discuss the problems that may give rise to outstanding grievances and to discuss ways of preventing contract violations and other workplace conflicts from occurring (The parties agree that the discussion of individual grievances is not an appropriate topic for Contract Administration Committees);
 - g. Such other items as the parties may mutually agree to discuss.
5. All committees will be co-chaired by a union and district representative. The agenda for each meeting shall be jointly prepared by the co-chairpersons in advance of the meeting. The parties are committed to a timely completion and distribution of the minutes. The minutes shall not be construed as constituting a binding agreement or negotiations between the parties.
6. Unless mutually agreed otherwise, such meetings shall be held during normal work hours.

ARTICLE THIRTY-ONE

MANAGEMENT RIGHTS AND RESPONSIBILITIES OF THE SCHOOL DISTRICT

- A. It is understood and agreed that the district possesses the right and responsibility to operate and manage all schools, departments and programs and to direct the work forces. The rights, powers, authority, and discretion necessary for the district to carry out these rights and responsibilities shall be limited only by the express terms of this Agreement and shall be exercised in a manner consistent with this Agreement and Florida Statutes. In matters not covered by this Agreement, the district shall have the right to make administrative decisions.
- B. Consistent with this Agreement, the Management Rights shall include, but not be limited to, the following:

1. Determine the purpose and mission of the Broward County school system, and the department and agencies under its jurisdiction.
 2. Set standards of service to be offered to the public.
 3. Establish employee job descriptions.
 4. Direct its employees and establish standards of performance and conduct, including the right to make reasonable rules and regulations for the purpose of efficiency, safe practices and discipline.
 5. Introduce new, improved or different methods and techniques of operation or work procedure.
 6. Relieve employees from duty because of lack of work, lack of funds, or for other legitimate reasons.
 7. Take disciplinary action for just cause.
 8. Hire, promote, transfer or assign employees.
- C. The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement, including its supplements and exhibits attached hereto, concludes all collective bargaining between the parties during the term hereof, and constitutes the sole, entire and existing agreement between the parties hereto, and supersedes all prior agreements, oral and written, expressed or implied, between the district and the BTU, and expresses all obligations and restrictions imposed upon each of the respective parties during its term.

ARTICLE THIRTY-TWO

NO STRIKE

The Broward Teachers Union, and its officers, agents, representatives, and members agree that they will comply with the provisions of Florida Statutes 447.203 (6), 447.501 (2) and 447.505.

ARTICLE THIRTY-THREE

ESOL

- A. All new teachers will be informed in writing of the State ESOL requirements.
- B. **Notification:** At the time an ESOL student is placed in the classroom of a teacher who has not previously been assigned an ESOL student, the teacher shall be informed in writing of the State ESOL requirements.
- C. **Summer Inservice:** The district will offer a final ESOL inservice opportunity during the summer for those teachers whose time frame for obtaining the ESOL endorsement expires between the end of the one (1) school year and the beginning of the next.
- D. **Planning Days:** ESOL training classes will be offered during six (6) teacher planning days per year.

Temporary Duty Authorization: Category I teachers who are in their second year of their initial ESOL requirement will be provided with temporary duty authorization to attend an ESOL class offered during the six (6) planning days, if necessary, on a first come first serve basis.

- E. The parties agree to request a legal opinion from the State Department of Education on whether or not video tapes can be used in lieu of workshop training under the META agreement. The District will produce a series of tapes for self instruction to allow affected teachers to earn the ESOL endorsement.

ARTICLE THIRTY-FOUR

GRIEVANCE PROCEDURE

- A. **Definition:** Any claim by an employee(s), or the BTU that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.
- B. **Exclusive Rights:** The parties agree that the BTU has the exclusive right to process grievances under all steps of this grievance procedure, except that any bargaining unit member may process a grievance through said procedure if the BTU expressly waives its right in writing to process a grievance because the unit

member is not a dues-paying member of the union. A copy of the waiver shall be provided to the school district's Director of Employee Relations. The union accepts its duty of fair representation but retains its right to preclude the processing of non-meritorious grievances through the steps of this grievance procedure, inclusive of arbitration.

- C. **Informal Discussion:** In the event that an employee believes there is a basis for a grievance, he/she shall first discuss promptly the alleged grievance with the immediate supervisor either personally or, if he/she prefers, accompanied by a BTU steward, within fifteen (15) working days of the date on which the employee could reasonably have known of the occurrence of the event giving rise to the alleged grievance.
- D. **Formal Grievance:** If, as a result of the informal discussion with the immediate supervisor, an alleged grievance still exists, the following formal grievance procedure may be invoked within five (5) working days of the informal discussion, on the form set forth in annexed Appendix A, signed by the grievant and/or a steward of the BTU, which form shall be available from the principal or the BTU steward in each building. If the grievance involves more than one (1) school building, a group of employees, or arises from the action or inaction of the administration above the level of the immediate supervisor, it may be initially filed with the Superintendent at Step II and informal discussion may be waived by mutual agreement. In the event that a BTU steward has not signed the grievance, a copy of the grievance shall be provided to the BTU immediately upon the filing of the grievance.

STEP I

The grievant may submit to the immediate supervisor a copy of the grievance form. Within five (5) working days of receipt of the grievance, the immediate supervisor shall meet with the grievant and/or the BTU in an effort to resolve the grievance. The immediate supervisor shall indicate the disposition of the grievance in writing within five (5) working days after such meeting, and shall furnish a copy thereof to the BTU.

STEP II

If the grievant or BTU is not satisfied with the disposition of the grievance, or if no disposition has been made within the specified time limit, the grievance shall be submitted to the Superintendent within five (5) working days of the disposition, or expiration of the

time limit. Within twelve (12) working days of receipt of the grievance, the Superintendent shall meet with the grievant and/or the BTU and shall indicate the disposition of the grievance in writing to the grievant and/or BTU within five (5) days of such a meeting.

STEP III

If the grievant is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within the specified time limit, the grievance may be submitted by the BTU to arbitration before an impartial arbitrator within fifteen (15) working days of the date of the disposition at Step II, or the expiration of the time limit. If the parties cannot agree as to the arbitrator within five (5) working days from the notification date that arbitration will be pursued, the BTU will contact the Employee Relations Department staff one final time for the purpose of attempting to reach agreement prior to requesting the AAA or FMCS to select an arbitrator in accordance with their rules. The arbitrator shall be selected by the American Arbitration Association or the Federal Mediation and Conciliation Service in accordance with their rules, which rules must likewise govern the arbitration proceedings. The arbitrator shall limit his/her decision to the application and interpretation of this agreement and shall have no power to amend, modify, nullify, alter, and to, or subtract from the terms of this Agreement. The Superintendent and the BTU shall not be permitted to assert in such arbitration proceedings any ground or rely on any evidence not previously disclosed to the other party. Both parties agree that the award of the arbitrator shall be final and binding.

STEP III (ALTERNATE)

A grievance arising from the provisions of Article Ten shall be subject to the grievance procedure in this Article, except that Step III shall be as follows: If the grievant and/or the BTU is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within the specified time limit, the grievance may be submitted to the Board by the BTU by filing a copy of the grievance with the Board Chairperson within fifteen (15) working days of the date of the disposition at Step II, or the expiration of the time limit. The Board Chairperson shall schedule a meeting on the grievance to be held within ten (10) working days of the date the grievance is received. The Board shall indicate its disposition of the grievance in writing to the BTU through the Board Chairperson within five (5)

working days of the meeting. The disposition of the Board shall be final and binding and shall not be subject to court or administrative review.

E. **Cost of Arbitration**

If the arbitrator sustains the position of the grievant, the fees and expenses of the arbitrator, including AAA or FMCS filing fees, shall be paid by the Board. However, if the arbitrator sustains the Board's position, all fees and expenses shall be paid by the grievant or the BTU. If the decision issued by the arbitrator is not the one requested by either party, the arbitrator shall determine the distribution of his/her fees between the parties. Each party shall be responsible for any other expense it chooses to incur. Employees required to testify will be made available without loss of pay; however, whenever possible, they will be placed on call to minimize time lost from work. Employees who have completed their testimony shall return to work unless they are the grievant(s). In group grievances, the group of employees shall be represented by the BTU and one member of the group.

F. **Time Limits:** The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 1st of any year and strict adherence to the time limits may result in hardship to any party, the parties shall use their best efforts to process such grievances prior to the end of the school term or as soon thereafter as possible. Whenever illness or other incapacity of either party or its representatives prevents attendance at a grievance meeting, the time limits shall be extended to such time that such person(s) can be present. When such grievance meetings and conferences are held during school hours, all employees whose presence is required shall be excused, without loss of pay or accumulated leave, for that purpose.

G. **Adjustment:** Adjustment of any grievance as described herein shall not be inconsistent with the provisions of this Agreement.

H. **Reprisal to Employees:** All employees will be entitled to fair, reasonable and equitable treatment in the processing of grievances. No reprisals of any kind will be made by the Board or its representative or any member of the administration against any bargaining unit member(s) in the grievance procedure by reason of such participation. All documents, grievance forms, appendix, communications, and records dealing with the processing of a

grievance, shall be filed separately from the personnel files of any party in interest, including final disposition.

- I. Notwithstanding, the expiration of this Agreement, any claim or grievance arising thereunder may be process through the grievance procedure until resolution.
- J. **Appeal:** If the Board takes any actions as contained in Florida Statute 1012.33 against a bargaining unit member, said unit member(s) shall be entitled to those appeal rights granted under F.S. 1012.33. The parties agree that affected employees may not grieve nor arbitrate charges/actions contained in F.S. 1012.33 under Article Thirty-Four of this Agreement, nor any other applicable arbitration statutes.
- K. **Waiver:** If the BTU waives its right to process a grievance to arbitration because the affected employee is not a dues-paying member of the union, the employee may carry the case forward but he/she may be responsible for all arbitration costs pursuant to the provisions in Section E above. Under such circumstances, the BTU shall not be responsible for arbitration costs associated with the specific grievances.
- L. **School Board Policies:** One (1) set of School Board policies at each work location shall be available to union stewards for the purpose of reference and information, as well as for the purpose of expediting the provisions of this grievance procedure. The Board policy book cannot be removed from its assigned location without the approval of the principal.
- M. **Expedited Arbitration:** On a case-by-case basis, the parties may mutually agree to utilize an expedited arbitration procedure. For the 1998-99 school year, the parties agree that up to four (4) arbitrations may be expedited if requested by the Superintendent or of the BTU. The specific procedures covering all aspects of the expedited arbitration hearing must be mutually agreed to by the parties prior to the scheduling of the hearing. The four (4) expedited arbitrations mentioned above will not be utilized for class action grievances unless mutually agreed upon by the Superintendent and the BTU and will be limited to those grievances whose remedy would not cost the district more than five thousand dollars (\$5,000) per case.

ARTICLE THIRTY-FIVE

INCLUSION

- A. **Training Plan:** When the affected school's IEP Committee recommends placement in a regular education classroom for a student with a severe disability who is already attending a Broward County school, a training plan shall be developed by the receiving school, with the input of the sending school staff and the receiving teachers, prior to the student attending the regular classroom. Health and Safety training components of the plan will be completed prior to the student's placement.
- B. **New Student to District:** When a student with a severe disability with an IEP that includes placement in a regular class transfers to Broward County from another county or state, a training plan shall be developed by the receiving school, with the input of the receiving teachers, no later than ten (10) days after the first day of the student's attendance in a district school. Health and Safety training components of the plan will be completed prior to the student's placement.
- C. **Students Placed With Volunteer Teachers:** Recognizing that special needs students who are placed into the regular school program are more likely to be successful when the teacher receiving the student has volunteered for the assignment, the district shall seek teacher volunteers for the Inclusion program.

ARTICLE THIRTY-SIX

TERM OF AGREEMENT

- A. This agreement shall be effective as of August 16, 2001 and shall remain in effect through August 15, ~~2006~~ 2007.

For the ~~fourth year (2004-2005) and the fifth year (2005-2006)~~ sixth year (2006-2007) of this contract, either party is entitled to reopen the contract for the purpose of negotiating salaries and insurance, except for health insurance provisions contained in Article 22, Section B(1)(a) through B(1)(f) and Section B(2). ~~The parties agree to develop mutually Defined Formula, based on a similar formula used in a previous contract year, to measure whether funds are adequate or exceed those necessary to implement the 2005-2006 salary schedule and provide a step advancement in 2005-2006. The parties also agree to modify the Defined Formula when the Florida Legislature substantially changes any components of the FEFP Formula such that the components of the above calculation are not comparable between the years at issue. The Defined Formula shall be incorporated by reference and made part of this Agreement.~~ Additionally, for the ~~second and third~~ sixth year of the contract, each party may select two (2) articles each to negotiate plus issues unresolved by the Contract Administration Committee. Negotiations to resolve said articles may commence any time after May 1st of each year.

- B. **Commencement of Negotiations:** No later than May 1, ~~2005~~ 2006, either party may require, by written notice to the other, the commencement of negotiations for a successor agreement.

APPENDIX A

ADVANCED DEGREE STIPENDS

PROCEDURES FOR IN-FIELD INCENTIVES

It is agreed that the purpose of the in-field provisions of the contract is to enhance the quality of education for students in Broward County by providing employees increased financial incentive for the pursuit of further study and expertise in their respective fields.

I. Eligibility

- A. Employees who hold or who obtain an incentive and/or a master's specialist or doctoral degree in the subject matter field/position to which they are assigned, except as noted, shall be eligible.
- B. Employees who hold a master's specialist or doctoral degree and a total of fifteen (15) graduate semester hours (or the equivalent) in the subject matter field/position to which they are assigned shall be eligible.

In order to satisfy the requirements above, up to six (6) credit hours in guidance and counseling will be accepted from elementary school teachers and three (3) credit hours in guidance and counseling will be accepted from secondary and post secondary teachers.

- C. Employees who are otherwise eligible but who are placed administratively in an assignment other than that in which they meet the requirements shall be eligible. However, when the employee is offered a position in the school in the subject field of eligibility for the credential payment, the employee must accept the position offered in order to maintain the payment.
- D. Graduate course work and/or degrees in the area of reading, mathematics, computer education, and/or exceptional student education shall be considered in-field for all personnel.
- E. If any degree or incentive qualifies as in-field, all degrees and incentives qualify as in-field.
- F. Graduate course work and/or degrees in designated critical shortage areas shall be considered in-field for all personnel.

PLEASE NOTE: IF AN EMPLOYEE QUALIFIES UNDER THIS SECTION, THE FOLLOWING SPECIAL CONDITIONS APPLY:

1. If the specific critical shortage area under which an employee qualified is no longer a designated critical shortage area, the employee will maintain the in-field stipend for one additional year.
2. If an employee who qualifies under this section is not assigned to a critical shortage area, the employee must accept a position, if offered, in a critical shortage area, in order to maintain the in-field payment. The parties shall recommend a critical shortage area list to the Superintendent.

II. Degrees and Course Work Areas Defined As In-Field

- A. Subject fields shall be broadly defined. For example: Language arts shall encompass reading, literature, composition, speech, debate, drama, grammar and journalism. Social studies shall include history, geography, sociology, economics, government, civics, political science, psychology.
- B. The concept of broad interpretation of subject field shall apply to all areas. Examples enumerated shall not be construed as limitations, to the exclusion of course areas traditionally recognized as related and germane.
- C. Agreement upon any guideline or set of guidelines shall not be construed as precluding further agreement upon other guidelines or set of guidelines subsequently perceived as necessary to the implementation of these provisions.
- D. Descriptions of content, as well as titles, codes, and numbers, shall be valid indicators of the applicability of courses or degrees.

1. Teachers at Elementary Level

Teachers at the elementary school level (including specialists, such as music, art and physical education teachers, as well as regular classroom teachers, media PREP specialists, E.S.E. specialists).

- a. Master's specialists or doctoral degree in elementary education and/or early childhood education.
- b. Certification at the elementary education level and a master's, specialist or doctoral degree and/or courses in academic disciplines: language arts, mathematics, science, social studies.
- c. Certification at the elementary education level and a master's, specialist or doctoral degree and/or health education, exceptional student education, consumer economics, career education.

2. Teachers at the Secondary Level

Master's specialist or doctoral degree and/or courses in specific subjects by name (for example)

A. Academic disciplines

1. Language Arts
2. Mathematics
3. Science
4. Social Studies
5. Foreign Languages

B. Other fields

1. Music
2. Art
3. Physical education and/or health, safety, driver education
4. Exceptional student education
5. Industrial arts/vocational technical education
6. Business education

C. Sixth grade teachers are eligible under either the elementary or secondary standards.

D. Teachers for English for Speakers of Other Languages (ESOL)

The guidelines for teachers ESOL shall be the same as those for other teachers of language arts.

E. Teachers of Foreign Languages

1. Master's specialist or doctoral degree with graduate major in the language.
2. Graduate courses work from among the following:

Culture, literature, history, government, economics, geography, etc., of the country or countries in which the language is spoken.

F. Teachers of Exceptional Students

1. Teachers whose assignments involve children with the same disability (e.g., the blind, the hearing impaired, etc.) are encouraged to enhance their expertise in meeting the needs of students which is specific to that disability.
2. In recognition, however, that:
 - a. all exceptional students, regardless of their disability, have common problems and needs; and
 - b. affliction with one disability does not preclude affliction with others; and
 - c. the body of knowledge regarding exceptionalities is developing; graduate degrees and/or courses in the other areas of exceptional student education, as well as degrees or courses in the areas of specific disabilities, and elementary education shall be considered in-field for teachers of exceptional students.

G. Guidance Counselors

1. Master's, specialist or doctoral degree in guidance and counseling.
2. Graduate course work from among the areas specified for certification in guidance.

H. School Psychologists

1. Master's specialist or doctoral degree in psychology or school psychology.
2. Graduate course work from among the areas specified for advanced degree certification in school psychology.

I. School Social Worker

1. Master's, specialist or doctoral degree in psychology or school psychology.
2. Graduate course work from among the areas specified for Florida advanced degree certification as a visiting teacher.

J. Teachers Assigned to Alternative Schools (North Point, South Area Alternative School, E.S.E. Off-Campus)

1. Master's specialist or doctoral degree in subject matter field, or special education.
2. Graduate course work from among the following areas:
 - a. Individual's subject matter field
 - b. Guidance and counseling
 - c. Special education
 - d. Child growth and development or human behavior
 - e. Health education

K. Educational Media Specialist/Librarians

1. Master's, specialist or doctoral degree in library science/educational media/learning resources.
2. Graduate course work from among the areas specified for certification as an educational media specialist.

L. Business Education or Cooperative Business Education Teachers

1. Master's, specialist or doctoral degree in business education.
2. Graduate course work in any of the following areas:
 - a. Accounting or bookkeeping
 - b. Economics
 - c. Shorthand
 - d. Typing
 - e. Business Law
 - f. Business Mathematics

- g. Business English
- h. Business Administration
- i. Business and/or office machines
- j. Data processing/computers
- k. Sales/marketing
- l. Vocational Education

M. Home Economics Teachers

- 1. Master's, specialist or doctoral degree with a graduate major in home economics or
- 2. Graduate course work in any of the following areas:
 - a. Housing
 - b. Home management
 - c. Family economics or consumer economics or family finance
 - d. Marriage and family relationships
 - e. Child care and development
 - f. Career education
 - g. Food, nutrition, chemistry, bacteriology, physiology
 - h. Clothing and textiles
 - i. Interior decoration
 - j. Health

N. Teachers in Work Experience, Diversified Cooperative Training

- 1. Master's, specialist or doctoral degree in business education, vocational education, mathematics or language arts.

2. Graduate course work in any of the following areas shall also be applicable
 - a. Business education
 - b. Career education
 - c. Mathematics
 - d. Language Arts
 - e. Skill areas in vocational education
- O. Teachers in Cooperative Health Occupation Education (with Bachelor's degree)
 1. Master's specialist or doctoral degree in nursing education.
- P. Teachers in Cooperative Distributive Education
 1. Master's, specialist or doctoral degree in economics, marketing, sales and merchandising, vocational education.
 2. Graduate course work in economics, sales and merchandising, vocational education.
- Q. Industrial Arts Teachers
 1. Master's, specialist or doctoral degree with a graduate major in industrial arts or vocational education.
 2. Graduate course work from among the following areas: metals, woods, power and transportation mechanics, graphic arts, drafting and design, crafts, electricity, electronics, or vocational education.
- R. Teachers on Task Assignment at the District or Area Level
 1. A master's, specialist or doctoral degree in their subject area, or administrative certification.
 2. Graduate courses in their subject area.
 3. Individuals who otherwise satisfy the requirements shall not be denied eligibility on the basis of their serving in such capacities.

S. Adult Education Teachers at Adult Centers

1. Master's, specialist or doctoral degree in adult education or the specialist academic disciplines in their area of teaching.
2. Graduate course work in individual's subject matter field.

T. Other Vocational/Technical Education Teachers

1. Master's, specialist or doctoral degree in adult or vocational education and/or course work in individual's subject matter field.
2. For vocational technical education teachers seeking to satisfy the 15 semester hours' requirement, course work in professional industrial education and other appropriate technical courses shall be applicable.

Vocational, technical, industrial and cooperative health education teachers who hold equivalency certificates.

Since equivalency certificates are granted by the Department of Education on the basis of work and/or business experience and ranked in accordance with the Department of Education regulations regarding recognition of experience in a specific area of expertise, it is agreed that Holders of advance vocational equivalency certificates in their teaching field shall be eligible for the credential payment at the level of eligibility.

Recognition of Equivalency Certification

Equivalency Certification Recognized - In accordance with applicable statutory and/or regulatory provisions, experience in business or industry which contributes directly to the effectiveness of one's teaching shall be acknowledged as equivalent to specified degrees for Agricultural Distributive, Technical, Industrial, Vocational Home Economics, Health Occupations, and Occupational/Placement Specialist as follows:

Work Experience and Certification

Equivalency

Held State Temporary

Bachelor's Degree

Certification (Pursuant to

Plans 1,3,4,5,6 or 7 of

Florida Administrative

Code Rule 6A-4.42) When initially hired by SBBC

Subsequently Attained Master's Degree

State Advanced Vocational Certification

Employees initially hired in the above programs with a Bachelor's or higher degree from a standard institution with specialization in an occupational field are not eligible for payments authorized under this provision.

III. Application, Processing and Appeal Procedures

Applicant must submit an application form approved by the joint BTU/SBBC Task Force and made available to employees by county public schools.

Applicant may submit either a student copy or an official graduate transcript(s). An official transcript is one bearing the university seal.

For the purpose of in-field degree qualification, the transcript must show that the degree has been conferred and/or awarded.

If applicant's advanced degree certificate is not on file with the county public schools, the applicant must submit a copy of the certificate.

Applications shall be processed as nearly as possible in the order in which they are received and in accordance with regulations and guidelines established by the Task Force.

Applicants whose applications are disapproved because of a technicality (e.g., required documentation not attached or application form incomplete) shall be notified and afforded every reasonable opportunity to complete the application appropriately.

Applications which require interpretation of the guidelines shall be referred to the Task Force for disposition.

Applicants whose applications are disapproved shall be notified that they may appeal the decision to the Task Force by resubmitted and supplying such additional and germane information and/or documentation as will be helpful in reaching a decision regarding the appeal. The decision of the Task Force shall be final and binding on the parties.

APPENDIX B

Please contact the Broward Teachers Union at 954-486-6250 to obtain an official grievance form.

Grievance #

OFFICIAL GRIEVANCE FORM

Name

Assignment Teacher

Work Location

Work Address

Home Address

Home Phone

STEP 1

A Date cause of Grievance occurred:

B Article(s) and Section(s) alleged to have been violated:

C State Grievance:

D State Relief Sought:

E Disposition of immediate Supervisor:

Immediate Supervisor

Date

STEP II

F. Date submitted to Superintendent: _____

Signature of Grievant

Signature of BTU Representative

Date Filed

Copies to: (1) Immediate Supervisor, (2) BTU, (3) Grievant

Appendix C

TRANSFER FORM

In order to obtain a transfer form, you must contact your department head/principal.

B. Transfers

1. A transfer is defined as a permanent (more than one semester) change in the school, center, off-campus facility or other location at which the employee is regularly assigned. For purposes of this section a main building, any annex building(s), or portable classrooms shall be deemed to be part of the same school, center or off-campus facility irrespective of physical location provided that all such facilities have the same administrator.

For Psychologists, Social Workers, Visiting Teacher, and other such employees who are assigned to an area (i.e. North, South, etc.), a transfer is defined as a change in the area.

Reassignment as defined in Article 25-A(1) shall not constitute a transfer for the purposes of this agreement.

2. A transfer for an employee who is assigned to work in a program or activity which regularly or occasionally requires performing work at more than one school, center, off-campus facility or other location (e.g. store front schools or detention facilities) shall be deemed to occur only when the employee is moved to a program or activity which is under the supervision of a different principal or administrator.
3. The parties agree that prior to the effective date of any mergers, expansion or consolidation of programs or activities which require changes in employee work locations, the School Board will give written notice to the BTU. Upon request of the BTU, the BTU president and the Superintendent. or their respective designee, will meet and confer regarding the movement of the employee.
4. Employees who desire a transfer shall file a written statement with their principal of such desire on such form as set forth in annexed Appendix C, one copy of which shall be filed with the principal by the employee,

one (1) copy filed with the Division of Human Resources and one (1) copy to be retained by the employee.

5. **Posting of Vacancies:** Except in instances when voluntary transfers are approved by the Superintendent, the Superintendent shall post in all school offices and faculty rooms, all vacancies, including the anticipated vacancy list upon publication the subject area or grade level of the vacancy, the date the vacancy will occur, the qualifications required and the school in which the vacancy exists. A vacancy shall be deemed to have occurred when a full-time employee is sought to fill a full-time position. Such posting shall be made at least seven (7) working days before the vacancy is to be permanently filled.

C. **Voluntary Transfers:**

1. Transfer applications shall be provided by the District and may be submitted any time after January 1st for the following school year. Such applications shall remain active until the following December 31st. Any employee who has received an end of the year overall evaluation of less than satisfactory for the current and/or previous school year is not eligible for transfer. Also, any teacher who is under a Performance Development Plan is ineligible for transfer.

Applicants may request and specifically list six (6) schools to which they are interested in transferring.

2. The staff of the Division of Human Resources shall forward all such requests to the work locations requested by the applicant.
3. **Hardship Transfers:** For purposes of this section, a "hardship" shall be a situation when a teacher has completed a year of service with the District and:
 - a. travels 20 miles or more one-way, by the most direct route within Broward County limits to the assigned work location; or
 - b. has a serious medical and/or personal problem which can be substantiated by a Board selected physician or acceptable written explanation as determined by the Superintendent. Employees meeting the criterion in this section, may apply for a medical/personal problem transfer mid-year.
 - c. An employee who meets the "hardship" definition will be guaranteed an interview for a Board determined vacancy at one (1) of the ten (10) schools the employee selects.

4. **Transfer Window:** Except for hardship transfers, voluntary transfer applicants who have requested a specific school for the following school year must all be considered before the affected principal can fill the vacancy. However, no transfer will be allowed after the close of work on

the day before school starts for students each year. Factors to be considered by the principal include, but are not limited to:

- a. required certification/qualifications for the position.
- b. sending and receiving school's faculty racial ratio.
- c. mutual agreement of employee and the affected administrators.
- d. seniority of the affected employee.

5. **Guaranteed Transfers:** Voluntary transfer applicants shall be granted a transfer if a vacancy exists for the following school year in one of ten (10) schools the employee selects based on the following conditions listed below. However, no transfer will be allowed after the close of work on the day before school starts for students each year.

- a. Transfer applicant holds the required certification/qualifications for the position.
- b. The affected teacher must have completed not less than fifteen (15) consecutive years in his/her current school.
- c. Not more than ten (10) percent (rounded up to the nearest whole number) of the bargaining unit members at a school will be eligible for a transfer under this section. The ten (10) percent shall be determined by the longest number of years of bargaining unit service at their current school. In case of a tie, Article Three, Section E, 3, c-d shall be utilized.
- d. If more than one eligible teacher requests the same vacancy and they are certified for said position, it shall be awarded by bargaining unit seniority. Ties shall be broken pursuant to the provisions of Article Three, E, 3.
- e. No school in the District shall be required to accept more than the following number of teachers under the provisions of this section number 5:

ESE, elementary =1

Middle =2

Vocational Centers and High Schools =3

- f. The Superintendent can reject a transfer under unusual conditions as determined by the Superintendent such as the need for diverse staff, ESOL requirements and those supplements listed in Article 25, D, 5.
- g. Transfers under this section shall be processed before voluntary transfers requested under section 4 above.

- h. All transfers under this section shall stop on the close of work on the day before school starts for students each year.
6. **Superintendent Approval:** After the day before school starts for students each year, the Superintendent may approve voluntary transfers under extenuating circumstances as determined by the Superintendent.
7. Voluntary transfers shall not be processed until such time as the District has depleted the list of surplus teachers needing placement under Section D. below.

Appendix D

Student Discipline Referral Form

In order to obtain this form, contact your principal.

APPENDIX E - SALARY SCHEDULE

**~~2004-2005~~ 2005-2006 SCHOOL YEAR, Effective the first day of each employee's
~~2004-2005~~ 2005-2006 work calendar.**

<u>Step</u>	<u>Salary</u>	<u>Salary & Cafe</u>
1	\$35,000	\$35,300
2	\$35,025	\$35,325
3	\$35,096	\$35,396
4	\$35,375	\$35,675
5	\$35,800	\$36,100
6	\$36,190	\$36,490
7	\$36,951	\$37,251
8	\$37,205	\$37,505
9	\$37,936	\$38,236
10	\$38,495	\$38,795
11	\$39,220	\$39,520
12	\$39,914	\$40,214
13	\$40,875	\$41,175
14	\$41,995	\$42,295
15	\$43,134	\$43,434
16	\$44,300	\$44,600
17	\$45,644	\$45,944
18	\$47,325	\$47,625
19	\$49,855	\$50,155
20	\$53,350	\$53,650
21	\$62,613	\$62,913
22	\$65,000	\$65,300

1. ~~For the fourth year of the contract, there shall be an average increase of 4% in the salary schedule, including step increase, for 2004-2005, retroactive to July 1, 2004. During the fifth year of the contract, there shall be a minimum 3% increase in the salary schedule, including step increase for the 2005-2006.~~

Employees who worked one (1) day more than half of their assigned work calendar in the previous a school year shall advance one (1) step on the salary schedule, the first day of each employee's subsequent work calendar ~~in the subsequent school year.~~

2. Newly hired bargaining unit members shall receive credit for all verified teaching experience with the following placement on the salary schedule:

~~(2004-2005)~~(2005-2006)

<u>Years of Experience</u>	<u>Step</u>
0	1
1	2
2	3
3	4
4	5
5	6
6	7
7	8
8	9
9	10
10	11
11	12
12	13
13	14
14	15
15	16
16	17
17	18
18-23	19

3. In ~~2004-2005~~ 2005-2006, Broward teachers with more than ~~twenty-three (23)~~ twenty-four (24) years of experience will be placed on the step, which is four (4) years less than their verified experience credit.

4. The parties agree that employees shall not advance a step on the Salary Schedule unless the Collective Bargaining Agreement specifically calls for a step increase for the specific school year in question. If there is no Collective Bargaining Agreement in effect at the start of a school year, then step increases shall not be granted unless the subsequent contract specifically requires one. ~~Except, the parties agree that in 2004-2005, qualified employees shall advance a step on the 2004-2005 salary schedule effective at the beginning of their school year regardless of whether or not a Collective Bargaining Agreement is in effect.~~ The parties agree that in ~~2005-2006~~ 2006-2007, qualified employees shall advance a step on the 2005-2006 salary schedule effective at the beginning of their school year regardless of whether or not a Collective Bargaining Agreement is in effect if the increase in funds as determined by the Defined Formula in Article 36 is at least 1.5%. Any employee who receives an unsatisfactory rating(s) on his/her annual evaluation shall become eligible for and shall receive payment for a negotiated step advancement retroactive to the date of salary schedule improvements after he/she has satisfactorily fulfills the terms of the professional development plan resulting from the unsatisfactory rating(s) and has been rated satisfactory. Until that occurs, the employee's salary shall remain frozen at the rate of pay for the previous year.

5. **Advanced Degree Stipends:**

	Out-of-Field*	In-Field
Master's Degree	\$2,100 <u>\$2,600</u>	\$3,000 <u>\$3,650</u>
Specialist Degree	4,050 <u>\$5,000</u>	5,500 <u>\$6,800</u>
Doctor's Degree	5,500 <u>\$7,000</u>	6,700 <u>\$8,000</u>

Basic Incentive Award	1,200\$1,400	1,700\$2,000
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Advanced Incentive Award	1,900\$2,200	2,400\$2,700
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*Effective November 1, 1994, bargaining unit members may only qualify to earn degree's in-field. However, unit members who held out-of-field degrees and incentives on November 1, 1994, shall continue to receive the remuneration listed above in the column entitled "out-of-field" for as long as they work for the Board in this bargaining unit without a break in service. A Board approved leave is not considered a break in service.

5. ~~Teachers having received the bonus offered in Appendix I of this Agreement for the 2002-2003 school year shall be compensated at their annual salary as noted on the salary schedule above, less the bonus.~~

6. **New Educator Professional Improvement Supplement:** A three hundred dollar (\$300) payment shall be payable to any annual contract teacher on Steps 1, 2 or 3 of the salary schedule who accumulates a minimum of six (6) college credits or the equivalent in-service coursework within any of the years that they are at Steps 1, 2, or 3 on the salary schedule. The courses should enable employees to become highly qualified or to improve their skills in their teaching field(s).

SUPPLEMENTARY PAY SCHEDULE - APPENDIX F

2005-2006

I. High School

A. Department Chairperson

Employees elected under the provisions of Article IX of this agreement shall receive \$156 per employee in department, the number of department members to be determined by the principal as of October 1. (Minimum \$717). Vocational department chairpersons shall also receive \$156 per non-bargaining unit instructional employee in their department who works a minimum of five (5) hours per day, five (5) days a week or a minimum of thirty (30) hours per week. Adult General Education Department chairperson shall also receive \$156 per non-bargaining unit instructional employee in their department who works a minimum

of five (5) hours per day, five days a week or a minimum of thirty (30) hours per week. For purposes of this section, Adult General Education shall be limited to the following centers: Hallandale Adult & Community Center, Whidden-Rogers Education Center, Dave Thomas Education Center, Wingate Oaks Center and the Whispering Pines School.

B. Guidance Directors \$3,298

C. General*

1. Yearbook (not part of class)	\$1,579
2. Newspaper (not part of class)	\$1,579
3. Student Government	\$1,579
4. Debate	\$1,185
5. Drama (per major production)	\$788
6. Newspaper (part of class)	\$788
7. Yearbook (part of class)	\$788
8. Literary Magazine	\$788
9. Senior Class Sponsor	\$788

10. Other Class Sponsor	\$392
11. Club Sponsor	\$392
12. Forensics	\$1,076
13. Academic Games	\$1,185
14. Inservice Facilitator 0-50 units	\$521
(51 & up - \$7.17 per unit)	
maximum	\$1,043
15. Career Education	\$717
16. Bus Duty (Based on number of buses supervised) 1-6	\$359
7-12	\$717
above 12	\$1,076
17. Textbook Chairperson 1-700	\$717
(Based on student population of October FTE count) 701-1,400	\$1,076
1,401-above	\$1,434
18. Media Center Director (Directing two or more bargaining unit employees)	\$1,185
19. Sports for Athletics with Disabilities (4)	\$717
20. Academic Competition (1)	\$717
21. National Honor Society	\$1,185
22. Media Center Coordinator (Directing one or more employees)	\$359
23. Florida Future Educators of America	\$782
<u>24. Urban Teacher Academy Mentor</u>	<u>\$750</u>
D. Athletics*	
1. Yearly Positions	
a. Athletic Director (Boys & Girls)	\$4,490
b. Assistant Athletic Director (Boys & Girls)	\$2,169
c. Head Trainer (Boys & Girls)	\$2,604

d. Assistant Trainer (Boys & Girls)	\$1,735
NOTE: Trainer position may be divided into three (3) sport seasons; Fall - 40%, Winter - 30%, and Spring - 30%.	
e. Intramurals	\$1,076
2. Head Coaches	
a. Head Football	\$3,038
b. Head Basketball(Boys' Team)	\$2,604
(Girls' Team)	\$2,604
c. Head Track (Boys' Team)	\$2,169
(Girls' Team)	\$2,169
d. Head Baseball	\$2,169
e. Head Softball	\$2,169
f. Head Soccer	\$2,169
g. Head Wrestling	\$2,169
h. Head Cheerleader	\$2,169
i. Head Tennis(Boys' Team)	\$1,302
(Girls' Team)	\$1,302
3. Head Coaches - Two (2) Teams	
a. Head Cross-Country (Boys' & Girls' Team)	\$1,579

* When in excess of regular teaching load and recommended by the principal.

(1) The six (6) supplements that are available for each high school and middle school are computer, mathematics science, social studies, academic games and language art competition. Elementary schools may select one of these six (6). (4) The selected teacher may receive this designated amount per sport, per season, with a maximum of three (3) sports.

b. Head Golf (Boys' & Girls' Team)	\$1,579
c. Head Drill Team	\$1,735
d. Head Volleyball (Varsity & J.V. Team)	\$2,366

e. Head Swimming (Boys' & Girls' Team)	\$2,761
f. Gymnastics (Boys' & Girls' Team)	\$1,579
g. Water Polo (Boys' & Girls' Team)	\$1,579
h. Cheerleader (Varsity & J.V.)	\$2,761
i. Girls Head Flag Football (Varsity & J.V. Teams)	\$2,366
j. Head Tennis(Boys & Girls Team)	\$1,579
4. Assistant Coaches	
a. Assistant Football	\$2,169
b. Assistant Basketball	\$1,735
c. Assistant Wrestling	\$1,735
d. Assistant Cheerleader	\$1,302
e. Assistant Track	\$1,735
f. Assistant Swimming	\$1,302
g. Assistant Softball	\$1,302
h. Assistant Soccer	\$1,302
i. Assistant Baseball	\$1,302
5. If a school has only one (1) team in the following sports, the head coach's supplement would be as follows:	
a. Swimming	\$1,973
b. Volleyball (Varsity)	\$1,579
c. Volleyball (J. V.)	\$1,185
d. Golf	\$1,185
e. Cross Country	\$1,185
f. Water Polo	\$1,185
g. Gymnastics	\$1,185
h. Girls Flag Football (Varsity)	\$1,579
i. Girls Flag Football (Junior Varsity)	\$1,185

E.	Music*	
	1.Band Director	\$2,761
	2.Vocal Director/Orchestra	\$2,152
	3.Music Assistant	\$1,185

- F. The principal may recommend additional task assignments to the Area Superintendent for approval which will improve the school's program and/or operations, and will fall in the range of \$359-717.
Supplements may be divided by employees provided that the amount of time required for the position is divided proportionately.

II. Middle School

A.	Department Chairperson and/or Team Leader	
	Employees elected under the provisions of Article IX of this agreement shall receive \$156 per employee in department or on team, the number of department members to be determined by the principal as of October 1. (Minimum \$717.)	
B.	Guidance Director	\$2,886
C.	General*	
	1.Student Government	\$1,185
	2.Academic Games	\$1,185
	3.Junior Honor Society	\$392
	4.Inservice Facilitator 0-50 units	\$521
	(51 & up - \$7.17 per unit)	
	maximum	\$1,043
	5.Career Education	\$717
	6.Bus Duty (Based on number of buses supervised) 1-6	\$358
	7-12	\$717
	above 12	\$1,076
	7.Textbook Chairperson 1-700	\$717

(Based on student population of October FTE counts) 701-1,400	\$1,076
1,401-above	\$1,434
8. Media Center Director (Directing two [2] or more bargaining unit employees)	\$1,185
9. Sports for Athletics with Disabilities (4)	\$717
10. Media Center Coordinator (Directing one [1] or more employees)	\$358
11. Florida Future Educators of America	\$782
D. Athletics*	
1. Athletics Director	\$1,995
2. Cross-Country (Boys' & Girls' Team)	\$1,302
3. Wrestling	\$1,302
4. Tennis (Boys' & Girls' Team)	\$1,302
5. Softball (Boys' & Girls' Team)	\$1,302
6. Basketball (Boys' Team)	\$1,302
(Girls' Team)	\$1,302
7. Track (Boys' Team)	\$1,302
(Girls' Team)	\$1,302
8. Field Events	\$1,302
9. Swimming (Boys' & Girls' Team)	\$1,302

* When in excess of regular teaching load and recommended by the principal.

(4) The selected teacher may receive this designated amount per sport, per season, with a maximum of three (3) sports.

10. Volleyball (Boys' Team)	\$1,302
(Girls' Team)	\$1,302
11. Gymnastics (Girls' Team)	\$1,302
12. Soccer	\$1,302
13. Cheerleaders	\$1,302

	14. Intramurals	\$1,302
E.	Music*	
	1. Band or Orchestra	\$1,185
	2. Vocal Director	\$1,185
	3. Music Assistant	\$788
F.	Academic Competition (1)	\$717
G.	The principal may recommend additional task assignments to the Area Superintendent for approval which will improve the school's program and/or operations, and will fall in the range of \$359-717. Supplements may be divided by employees provided that the amount of time required for the position is divided proportionately.	

III. Elementary School

A.	Grade Level Chairperson and/or Team Leader Employees elected under the provisions of Article IX of this agreement shall receive \$156 per employee in grade level or on team. (Minimum \$717.)	
B.	General*	
	1. Safety Patrol	\$359
	2. Inservice Facilitator 0-50 units (51 & up - \$7.17 per unit) maximum	\$521 \$1,043
	3. Career Education	\$430
	4. Bus Duty 1-6 7-12 above 12	\$359 \$717 \$1,075
	5. Textbook Chairperson 1-700 (Based on student population as of October FTE count) 701-1,400 1,401 - up	\$717 \$1,075 \$1,434

6. Sports for Athletics with Disabilities (4)	\$717
7. Environmental/ Science Coordinator	\$458
8. Academic Competition (1)	\$717
9. Media Center Coordinator (Directing one [1] or more employees)	\$359

- C. The principal may recommend additional task assignments to the Area Superintendent for approval which will improve the school's program and/or operations, and will fall in the range of \$359-717.

Supplements may be divided by employees provided that the amount of time required for the position is divided proportionately.

IV. Special**

A. School Social Worker	\$2,835
B. Psychologists	\$3,815
C. Intervention Team Leader	\$2,521
D. Instructional Coach (if 2nd beginning teacher, additional \$550)	\$1,161
E. School Liaison	\$638
F. Professional Development Network	\$652
G. ESE District & Area Monitor/Specialist	\$1,174
H. ROTC:	
1. Instructor in Charge	\$1,305
2. Instructor Responsible for Equipment	\$652
I. Physical Education Networking Team (nine [9] people)	\$1,956
The district will select two (2) additional employee to receive supplements to provide technical assistance at the district level to the teams working in ESE Centers.	
J. Broward School Board At-Risk Certification (5)	\$2,217
K. Guild Teachers (Mentoring other teachers for a total of fifty (50) hours	\$870
(NBPTS teachers who are mentoring under the state program are not eligible for this stipend)	
- (If NBPTS teachers who are not mentoring under the state program are eligible for this stipend)	

* When in excess of regular teaching load and recommended by the principal.

** When in excess of regular duty hours and recommended by the supervisor.

(1) The eight (8) supplements that are available for each high school and middle school are computer, mathematics, science, social studies, academic games, ESOL Academic Competition Coordinator, Foreign Language Academic Competition Coordinator, and language art competition. Elementary schools may select one of these eight (8).

(2) There shall be one (1) of each of these supplements within the district with the exception of the Future Business Leaders of America for which there shall be two (2) supplements.

(4) The selected teacher may receive this designated amount per sport, per season, with a maximum of three (3) sports.

(5) Effective with the commencement of the second year of this contract, the actual amount of the supplement will be prorated by the time spent in direct instruction on a dropout prevention program. For example, a teacher with five (5) periods of dropout prevention will receive the full \$2,217. A teacher with three (3) periods of dropout prevention will earn 3/5 of the supplement (\$1,330).

		-	-	- -	
L.	Southeastern Consortium for Minorities in Engineering (SECME) (6)			-	\$1,462
-	M. Rover - Year Round Education (Hallandale Elem. only)				\$717
	N. Assistant Grade Level Chairperson - Year Round Education (Hallandale Elem. only). Employees elected under the provisions of Article IX of this agreement shall receive \$156 per employee in department, the number of department members to be determined by the principal as of October 1. (Minimum \$717.)				
					The greater of 5% of base salary or
	O. National Board for Professional Teaching Standards	-	-		2,438
-	(Note: Teachers shall receive this supplement for as long as they hold their national certification.)				5% of base salary
-	P. Broward County Recognition Program (BCRP)	-	-	- -	

-	Note: Teachers shall receive this supplement for as long as they hold their local recognition certification.					-
-	Q.	ESE Specialist	-	-	- -	\$935
-	R.	Speech/Language Pathologist	-	-	- -	\$935
	S.	Family Counselor				\$1,100
	T.	Speech Language Pathologist (National Clinical Certification)			(paid in addition to item R above)	\$1,100
	U.	Testing Coordinator				\$1,100
	V.	ESOL Coordinator				\$500
-		<u>1-75 ESOL Students</u>				<u>\$675</u>
-		<u>76-150 ESOL Students</u>				<u>\$900</u>
-		<u>151 or more ESOL Students</u>				<u>\$1,150</u>
	W.	Itinerant Visually Impaired Teachers				\$3,000
V.	Vocational Technical & Adult Education* (2)					
	A.	Future Farmers of America				\$717
	B.	Future Business Leaders of America				\$717
	C.	Cooperative Education Club of FL				\$717
	D.	Health Occupation, Student Assoc.				\$717
	E.	Florida Homemakers Assoc/Home Economics Related Occup				\$717
	F.	Vocational Industrial Clubs of America				\$717
	G.	Distributive Education Clubs of America				\$717
	H.	Florida Industrial Arts Student Association				\$717
VI.	District Coordination of Academic Games* (3)					
	A.	Academic Games Competition:				
		1. Elementary				\$652
		a. North Area				\$261
		b. North Central Area				\$261
		c. South Area				\$261

	d. South Central Area	-	\$261
	2. Middle		\$717
	3. High		\$717
B.	Computer Competition:		
	1. Elementary		\$717
	2. Middle		\$717
	3. High		\$717
C.	Language Arts Competition:		
	1. Elementary		\$717
	2. Middle		\$717
	3. High		\$717
D.	Mathematics Competition:		
	1. Elementary		\$717
	2. Middle		\$717
	3. High		\$717
E.	Science Competition:		
	1. Elementary		\$717
	2. Middle		\$717
	3. High		\$717
F.	Social Studies Competition:		
	1. Elementary		\$717
	2. Middle		\$717
	3. High		\$717
G.	Foreign Language Competition:		
	1. Elementary		\$717
	2. Middle		\$717

3. High

\$717

* *When in excess of regular teaching load and recommended by the principal.*

** *When in excess of regular duty hours and recommended by the supervisor.*

(2) There shall be one (1) of each of these supplements within the district with the exception of the Future Business Leaders of America for which there shall be two (2) supplements.

(3) These are districtwide supplements and there shall be one for each of the supplements listed in Section VI in the district. The County Curriculum Council may recommend bargaining unit members to fill these positions to the Deputy Superintendent, Educational Programs and Human Resource Development.

(6) SECME supplements are available to high schools and middle schools who qualify for the SECME Program and are approved by the Board pursuant to district guidelines.

APPENDIX G

Retirement Task Force Committee

Upon ratification, both parties agree to establish a special Retirement Task Force Committee for the 2001-2002 school year.

The President of the BTU (designee) and the Superintendent (designee) shall serve as co-chairpersons.

The President of the BTU (designee) and the Superintendent (designee) shall each select five people to serve on this committee.

The purpose of the committee is to address issues related to establishing a Early Retirement Program.

Committee discussions will be concluded as soon as possible and recommendations shall be considered.

APPENDIX H

DEVELOPMENTAL PROTOCOL

- a. The precept is: Flexibility for both principal and teacher.
- b. The process should be professionally oriented.
- c. The relationship should be rich with trust.
- d. Principal can visit the classroom at anytime and make observations at any time.
- e. The assumption is that everything is satisfactory unless the teacher is told otherwise.
- f. The principal can move the teacher into Documentation any time with written explanation as to why it is happening.
- g. There should be some kind of an audit trail. The audit trail can include minutes of a meeting, goal statements, notes on a calendar, references to future meetings, exchange of memos, etc. The notion is to provide an audit trail for Developmental phase. The challenge is to have the principal feel comfortable with signing off on this form, and being satisfied that the developmental process has taken hold in the school and with the teacher.
- h. Developmental activities may include individual and team projects, introduction of learning or training of new instructional strategies, coaching between and among faculty, development of new instructional strategies (hopefully, research based strategies), pure observation and assistance, demonstration projects, development of portfolios (written or video), development of written materials, oral agreements on the part of the principal and the teacher, etc.

- i. Developmental activities essentially should meet the professional developmental needs of teachers as well as contribute to the objectives of the school as stated in its strategic plan.

ASSESSMENT CRITERIA

1. Instructional Planning

- a. Develops lesson plans and selects instructional materials and activities which reflect the district's curriculum scope and sequence and identified learner needs.
- b. Identifies and sequences content.
- c. Develops lesson plans which reflect the prerequisite knowledge, skill, and readiness of students. Specifies learner objectives and relates these objectives to the instructional activity.
- d. Relates instructional elements such as content, materials, activities, format, and goals to identified student needs.
- e. Specifies the steps, sequence, and pacing of student activities appropriate to their needs and the content area.

2. Lesson Management

- a. Orients students to classwork, specifies purposes of activities and how they relate to the objectives or learner outcomes.
- b. Prepares the classroom, materials, and equipment in preparation for the presentation of the lesson.
- c. Transitions from one activity or topic to another in accordance with lesson plans and learner needs.

3. Lesson Presentation

- a. Selects and uses appropriate instructional techniques, including available materials and technology which support learning of the specific types of knowledge or skills.
- b. Emphasizes what is important to remember in a lesson.
- c. Uses different types of questions to obtain desired learner responses.
- d. Asks questions which are clear and require students to reflect before responding.

- e. Recognizes student responses to questions and provides feedback.
 - f. Gives clear, brief and explicit directions and checks for understanding.
 - g. Circulates about the room as students engage in seatwork and assists students as needed.
 - h. Reviews the student's work and provides timely and specific written or verbal feedback.
4. **Student Performance Evaluation**
- a. Selects or develops a variety of assessments and formats related to specific learning objectives.
 - b. Instructs student in test-taking techniques.
 - c. Creates a positive test-taking atmosphere.
 - d. Monitors students during testing.
 - e. Grades tests accurately and objectively. Uses test data to diagnose individual student strengths and weaknesses.
 - f. Monitors student progress in attaining achievement standards and objectives established by the school, innovation zone, area and District.
 - g. Ongoing teacher documentation of student achievement gains through norm-referenced and criterion-referenced standardized test results where available and at least one of the other following assessment strategies selected by the teacher: student performance demonstrations, teacher observations, and portfolios of student work. Where the above referenced standardized student tests are not available, the principal will also select one of the other assessment strategies listed above. The parties recognize that standardized test scores can be influenced by a number of factors outside the school setting such as student mobility rates, the number of special needs students, parental support, etc.

The terms used above are defined as follows:

Portfolio - The teacher shall select a collection of samples of student work and student test results reflecting achievement of identified student performance standards, as defined by the School District Standards of Service and Curriculum Frameworks.

Norm-Referenced Test - This type of test compares a group of students to a similar group of students, usually by age or grade level. These tests are usually field tested. Examples of such tests include Stanford Achievement Test (grades 2-9), Woodcock-Johnson (ESE students).

Criterion-Referenced Test - This type of test measures student achievement (individual or group) against a measured standard, not other groups of students. Examples include Florida Writing Assessment (grades 4, 8, and 10), Advanced Placement Tests (grades 11 and 12), tests developed by teachers administered weekly or monthly, etc.

5. **Communication**

- a. Speaks in a clear, audible, well-modulated voice.
- b. Demonstrates basic mechanics of writing: spelling, capitalization, and punctuation.
- c. Uses correct grammar in written and oral communications.
- d. Presents connected or associated ideas and thoughts.
- e. Expresses interest and excitement through verbal and nonverbal behavior.
- f. Communicates learner status and progress to parents in order to maintain a positive collaborative relationship. Additionally, communicates learner status and progress to the student, parents, and to other professionals.

6. **Classroom Management**

- a. Creates and maintains an organized and pleasant working environment in the classroom.
- b. Promotes positive student self concepts.
- c. Encourages students to participate and contribute to class activities.
- d. Establishes an environment conducive to positive peer interaction.
- e. Identifies individual social emotional and/or physical needs that might affect school success.
- f. Uses appropriate procedures to refer individual students for further assessment or intervention by other professionals.

7. **Behavior Management**

- a. Establishes and implements specific behavioral and procedural expectations, rules, and consequences.

- b. Demonstrates an awareness of what all students are doing.
 - c. Stops inappropriate behavior before it spreads or becomes more serious.
 - d. Reinforces positive student behavior.
8. **Records Management**
- a. Maintains an organized, accurate, and up-to-date lesson plan and grade book.
 - b. Maintains accurate attendance records
 - c. Maintains a system for recording individual student's knowledge and skills progress in a subject area.
9. **Subject Matter Knowledge**
- a. Presents accurate information.
 - b. Recognizes and promotes the relationship of the subject with the school's curriculum.
 - c. Appropriately organizes and presents content for the specific subject.
10. **Other Professional Competencies**
- Performance will be assessed in relation to other professional competencies, expectations, and requirements set forth in Florida Statutes, State Board of Education Rules, School Board of Broward County Policies, applicable labor contracts, and any other applicable regulations.

APPENDIX I

BROWARD TEACHERS UNION/STEWARD DESIGNATION

- A. The number of stewards is determined by the Broward Teachers Union using the following formula: one (1) steward per thirty (30) bargaining members or major fraction thereof, for example, seventy six (76) employees would merit three (3) stewards.

APPENDIX J

MEMORANDUM OF UNDERSTANDING BETWEEN

THE SCHOOL BOARD OF BROWARD COUNTY AND

THE BROWARD TEACHERS UNION

The School Board of Broward County shall implement a Broward Teacher Corp Program in which the District provides funding support for programs to assist teachers in becoming highly qualified educators. The Broward Educational Consortium partners with SBBC in this program to design and develop courses to support H.R. 1 Section 1119, *No Child Left Behind Act of 2001*, Federal mandate and to ensure that teachers are certified in the area that they teach.

1. Teachers must meet the higher education institution entry requirements.
2. Teachers must be full-time employees in Broward County Schools.
3. Teachers shall be selected for participation based upon the following (listed in order of priority):
 - a. Teachers currently teaching out-of-field in an Upward Bound Title I school.
 - b. Teachers currently teaching out-of-field in a Title I school.
 - c. Teachers in an Upward Bound Title I school interested in pursuing certification in math, science, or reading.
 - d. Teachers in a Title I school interested in pursuing certification in math, science or reading.
4. Program completion shall occur when the employee provides documentation that he/she has fulfilled all requirements and is eligible for certification and/or completed coursework requirements outlined by the higher education institution.
5. After successful completion of the program, the employee shall be assigned to teach in the subject area in which the certification was received in a Title I school for a period equal to the period time in the Broward Teacher Corps. To be eligible for a guaranteed transfer provided in item 7, the employee must remain in the subject area in which certification was received unless involuntarily reassigned outside that subject area.
6. After completing the Broward Teacher Corps program and earning certification from the state, a teacher must commit to teaching in a Broward County Title I school for the same period of time that the Board paid his/her tuition in the Broward Teacher Corps. If he/she does not, he/she must pay back partial or full tuition costs paid by the district depending on how many years he/she is committed to teach in a District Title I school. (Example: If a teacher

participates for three years and decides to leave a Title I school after one year, he/she must pay back 2/3 of the tuition costs to the district.) Tuition cost shall be based on a per credit hour basis.

7. If the employee does not complete the training program, the employee shall reimburse the District for 100% of the training cost incurred. Teachers shall not be required to pay back tuition costs if the employee has a serious medical problem verified by a physician of the employee's choice. The Board may require a subsequent exam by a Board selected physician at its expense. In addition, teachers shall not be required to pay back tuition costs if they are laid off, terminated, requested to resign, or involuntarily transferred on the basis of seniority.
8. After successful completion of the program, employees who teach for three (3) years in a Title I school shall be guaranteed a transfer pursuant to provisions of Article 25 Section C (5) regardless of the years spent by the employee at the same work location. Such transfer must be requested within three (3) years of the end of the commitment period.
9. An approved medical, professional leave nor personal leave will be accepted toward fulfillment of this obligation. Nor will such leaves be considered as a violation of the teacher's obligation. The teacher shall be required to complete their commitment period or training upon return from such leaves.
10. Employees who participate in this program shall be required to sign a Promissory Note agreeing to the reimbursement provision stated above.
11. If the Board chooses to discontinue the Broward Teacher Corps program or pay less than the full cost of tuition, employees, who choose not to complete the program, shall not be required to fulfill any of the obligations contained herein nor shall the Board be required to fulfill any of the obligations contained herein for those employees.

APPENDIX L

MEMORANDUM OF UNDERSTANDING BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY AND THE BROWARD TEACHERS UNION

The above cited parties have concluded a series of meetings to establish a career ladder program mandated by Florida Statute. Specifically, the provision shall be in place until they are changed by mutual agreement between the parties or the statutory mandate is repealed.

1. The Broward Teachers Career Ladder (TCL) program shall be in effect upon approval by the Florida Department of Education for the 2003-2004 school year or for the 2004-2005 school year if approval of a pilot program for 2003-2004 is not granted. The parties agree to the structure, provisions and levels of the TCL as stated herein. It is understood and agreed that such implementation shall be contingent upon the State providing full funding for said implementation as well as for a continuation of this plan in the future.

2. These provisions are intended to comply with the statutory requirements of the BEST Career Ladder program. Any provision that is not in compliance with the statutes or regulations governing this program shall be invalid, and the parties agree to reopen negotiations to modify this agreement to bring it into compliance.
3. The Broward TCL shall consist of four sequential career advancement levels for classroom teachers: Associate, Professional, Lead and Mentor. Classroom teachers shall be placed on an appropriate level according to the following criteria:

Associate Teacher

- Must have applied for or hold a temporary certificate; or
- Any teacher whose most recent evaluation rating is unsatisfactory.

Professional Teacher

- Must possess or be eligible for appropriate State of Florida or Broward professional certification

Lead Teacher

- Must possess or be eligible for appropriate State of Florida or Broward professional certification
- Must have been a “Professional Teacher” for at least one year
- Must have a current satisfactory evaluation
- Must demonstrate outstanding performance (defined as NBC or BCRP)

Mentor Teacher

- Must possess or be eligible for appropriate State of Florida or Broward professional certification
 - Must have been a Lead Teacher for at least two years
 - Must have had a satisfactory evaluation for the previous three years
 - Must demonstrate outstanding performance (defined as NBC or BCRP)
4. Initial Placement: Teachers employed in Broward County at the time of the initial implementation of the TCL shall be placed on the appropriate level without regard to the number of years required as a “Professional Teacher” or “Lead Teacher”. Teachers who transfer from outside of the district may use past experience and documentation from his/her referenced school district to meet the requirements for a TCL position.
 5. The initial orientation to the program will clearly communicate the qualifications, roles and responsibilities of each level. Teachers will be automatically placed on the Associate and Professional teacher levels. Teachers who qualify for Lead and Mentor levels must apply for the position. Teachers who apply for these leadership positions will need to provide evidence such as NBC/BCRP certification and performance on the IPAS. There will be an appeal process for teachers that feel that they are misplaced within the Career Ladder.
 6. Vacant Lead and Mentor teacher positions in schools will be posted along with other teacher vacancies. During the first year of implementation of the program,

each school shall be eligible to have at least one Lead and one Mentor teacher and be eligible to have Lead and Mentor teacher positions for all qualified applicants. Thereafter, each school shall have no more than one (1) Lead teacher for every seven (7) Associate/Professional teachers (1:7) and one (1) Mentor teacher for every three (3) Lead teachers (1:3). Teachers who are identified as Lead or Mentors during the 2003-2004 school year shall be allowed to remain in those position in subsequent school years. Thereafter, the aforestated caps shall apply. School principals will interview and select applicants from among those who meet the qualifications for the position.

7. The district shall develop job descriptions that provide for extended workdays for Lead and Mentor teachers. Lead teachers shall work an additional half (.5) hour per day, and Mentor teachers shall work an additional one (1) hour per day. Time beyond the normal workday shall be used for Lead teacher: duties associated with holding required two or more leadership positions at the school site, serving as a faculty for professional development activities, and participating in direct instruction of students. Mentor teacher: serving as a regular mentor, attend Peer Review training, serving as faculty-based professional development coordinator, sharing expertise with other teachers, and participating on a regular basis in the direct instruction of low performing students. Teachers may use their preparation/conference time to perform the activities of Lead and Mentor teachers.
8. Compensation: The parties agree to the attached salary schedules for each level of the Career Ladder. Salary schedules for 2003-2004 and future years shall apply to Associate and Professional teachers. Associate teachers shall be placed on the appropriate salary schedule based on verified experience. Once an individual who moved to the Associate level due to an unsatisfactory evaluation advances to the Professional Teacher level, reimbursement for steps missed on the Professional level will be provided. The salary schedule for Professional teachers shall be developed for 2003-2004 and future years based on an increase of \$200 per year at each step of the Associate schedule. Salary schedules for Lead teachers shall be developed for 2003-2004 and future years based on an increase of \$12,500 per year at each step of the Associate schedule. Salary schedules for Mentor teachers shall be developed for those years based on an increase of \$20,000 per year at each step of the Associate schedule. Lead and Mentor teachers will be placed on the appropriate salary schedule based on verified experience, and the remuneration provided in those two salary schedules is inclusive of leadership supplements, wages for additional time/responsibilities, and district incentive for NBC and BCRP. Salaries for Professional, Lead and Mentor teachers shall be paid retroactively to the 99th day of the employee's work year.
9. Funding: It is understood and agreed that the term "Full Funding" shall mean that the State provides at least \$250/FTE student in the district as money categorically earmarked for the career ladder program over and above all other funding for school operations. Therefore, it is agreed that if the State fails to provide "Full Funding", the program shall not be implemented as specific herein. Plans shall be modified, abandoned or held in abeyance until such time as the parties agree that the State is meeting its obligation to fully fund the mandated program.

The parties agree that TCL funding may be adjusted according to the level of annual funding provided by the State of Florida for both the pilot program as well as in future years. Should the State of Florida fail to provide full funding to

support the TCL at its anticipated level, the parties may adjust compensation on both the Lead and Mentor salary schedules and/or reduce the number of Lead and Mentor teachers. Should the number of positions be reduced or eliminated, the district shall follow the procedures in the Collective Bargaining Agreement for involuntary transfers.

10. An Associate or Professional teacher who demonstrates outstanding performance based on NBC or BCRP shall receive the applicable supplements in accordance with contract provisions. Lead and Mentor teachers shall have the supplements for NBC or BCRP incorporated into their applicable salary schedule.
11. Lead teachers and Mentor teachers shall be offered professional development that directly relates to the duties and responsibilities that they are expected to perform according to their job descriptions.

APPENDIX M

NO CHILD LEFT BEHIND ACT (NCLB)

- A. The parties agree that nothing in the school improvement section of the No Child Left Behind Act (NCLB) shall be construed to alter or otherwise affect the rights, remedies, and procedures afforded school employees under the terms of this collective bargaining agreement.
- B. The District agrees that they will notify BTU of action that must be taken to comply with provisions of NCLB and to bargain those issues that are mandatory subjects of bargaining.
- C. **Adequate Yearly Progress:** For schools identified as not making adequate yearly progress, the parties agree to form a committee to make recommendations to the Contract Administration Committee regarding the impact of legal requirements on issues, including but not limited to:
 1. Any formal or informal understanding, condition or practice established between the parties.
 2. Wages, hours, terms and other conditions of employment or matters established in statute such as but not limited to F.S.447 Public Employees Collective Bargaining Act.
 3. Employees who may be laid off in whole or in part or reduced in pay as a result of the implementation of a “public school choice” option provided by the NCLB.
 4. Supplemental services such as but not limited to tutoring, mentoring, remediation, other educational intervention, etc.,

which can be provided by state certified bargaining unit members outside the regular employee workday and calendar.

5. The contracting out work that has been or could be performed by the members of the bargaining unit. Such work includes, but is not limited to tutoring and/or providing other supplemental services.
6. A restructuring, merger, takeover or other event that results in the creation of a new or successor employer, and the impact on the recognition of the Broward Teachers Union as the exclusive collective bargaining representative for the employees that it represents.

APPENDIX K

AGREEMENT

BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY

AND THE BROWARD TEACHERS UNION

The parties agree to form a committee to investigate, design and develop a plan that would provide a variety of options for an Employee Fringe Benefit Flexible Spending Package.

Committee recommendations should be submitted to the Superintendent of Schools and the Broward Teachers Union President no later than March 1, 2003.